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The Solicitors' Journal.

LONDON, MAY 15, 1869.

OUR CONTEMPORARIES, the *Law Times* and *Irish Law Times*, having published a scale of costs under the Parliamentary Elections Act, the value of the scale in question has been peremptorily disposed of by the following letter:—

To the Editor of the Law Times.
Common Pleas Office, Chancery-lane,
May 12, 1869.

Sir,—I have had my attention called to a scale of costs published in the *Law Times* for the 8th May as the "Scale of Costs under the Parliamentary Elections Act, 1868." I beg to inform you that no scale whatever has been either issued or settled.—I am, your obedient servant,

JOHN GORDON.
The Officer appointed under the Act.

AT THE LAST MOMENT before going to press we have received a copy of the Attorney-General's Bankruptcy Bill in its revised form, The changes made in it are so numerous and so important that we cannot discuss them fully this week. We merely point out a few of the more important alterations.

The definition of a trader, which in the original bill was very defective, is altered, and the new definition which is contained in a schedule is pretty much the same as that of the earlier Acts. A further act of bankruptcy is added to those of the original bill, namely—"That the debtor has absconded, or has, with intent to defeat or delay his creditors, gone abroad."

The distribution of powers between the trustee, the inspectors, and a general meeting of creditors remains substantially as it was.

With regard to the position of an undischarged bankrupt, and the liability of his after-acquired property for his debts the bill has been most materially altered and improved. The clause as it now stands is as follows:—

53. Where a person who has been made bankrupt has not obtained his discharge, then, from and after the close of his bankruptcy, the following consequences shall ensue:—

(1.) Any creditor to whom any balance is due in respect of any debt proved by him, &c., may grant to the debtor a release, &c., and the debtor to whom such release is granted shall be a creditor on his own property in respect of the balance so released, in the same manner as if that property belonged to another person, &c., subject to this qualification, that a debtor to whom a debt has been released in manner aforesaid shall not, in the event of a subsequent bankruptcy, be entitled to vote in respect of such debt:

(2.) No portion of a debt provable under the bankruptcy shall be enforced against the property of the bankrupt until the expiration of five years from the close of the bankruptcy (the "close of the bankruptcy" is now defined by section 45); and during that time, if he pay to his creditors such additional sum as will, with the dividend paid out of his property during the bankruptcy, make up ten shillings in the pound, he shall be entitled to an order of discharge in the same manner as if a dividend of ten shillings in the pound had originally been paid out of his property:

(3.) At the expiration of a period of five years from the close of the bankruptcy, if the debtor made bankrupt has not obtained an order of discharge, any balance remaining unpaid in respect of any debt proved in such bankruptcy (but without interest in the meantime), shall be deemed to be a subsisting debt *in the nature of a judgment debt*, and, subject to the rights of any persons who have become creditors of the debtor since the close of his bankruptcy, may be enforced against any property of the debtor, with the sanction of the Court, &c.

This clause manifestly is a great improvement on the old one. But two points require attention. First, it ought to be said from what date a proved debt is to rank as a judgment-debt, whether from the date of the proof, or of the close of the bankruptcy; secondly, if proof is to be binding, not only upon the trustee and the bankrupt estate but also upon the debtor and his after-acquired property, some provision ought be made to entitle the debtor as well as the trustee to come in and dispute the debt sought to be proved.

A new clause (94) is introduced more distinctly protecting *bonâ fide* transactions before adjudication.

THE COURT OF EXCHEQUER gave judgment on the last day of term in the second action of *Maxsted* v. *Paine*, one of the Stock Exchange cases. Two actions had been brought by Maxsted, a seller of shares in Overend & Gurney, against Paine, a jobber, who had bought them from him, on alleged contracts of indemnity. In each of these actions the facts were stated in a special case, the first relating to shares for which Paine had passed the name of one Maxwell, and the second relating to shares for which he had passed the name of one Goss. To prevent confusion between these two actions of *Maxsted* v. *Paine*, it may be convenient to distinguish them as Maxwell's case and Goss's case. Maxwell's case was argued in last term before Barons Channell, Pigott, and Cleasby, and judgment was at once given for the plaintiff, on the ground that Paine had not fulfilled his contract with Maxsted by giving the name of Maxwell on a particular name day, because, although Maxwell might be considered to have bought shares for a former account day, he had given no authority to have the shares carried over. This was clearly in accordance with *Gristell* v. *Bristow*, 17 W. R. 123, where Chief Justice Cockburn had said that the "defendants would not have satisfied the exigency of the contract, as qualified by the usage, by merely giving the names of parties able to carry out the contract unless those parties had placed themselves under the same obligations as they themselves were under." Again, in *Coles* v. *Bristowe*, 17 W. R. 103, Lord Cairns had said that "the names to be sent in must be names to which no reasonable objection could be made, and of persons who would accept and pay for the shares;" and again that "the liability of the jobber remained until there was an acceptance by the plaintiff of the names sent in as *purchasers*, and until there was an acceptance of the shares by the *purchasers* through the delivery to *their* brokers of, and the payment by *their* brokers for, the transfers and certificates of the shares." *Goss's case* was argued also last term last before a court differently constituted. The Chief Baron and Barons Bramwell and Pigott have now delivered their judgments in favour of the defendant, and Baron Cleasby for the plaintiff. In this case Goss was a person who, after the stoppage, had been paid by the real ultimate purchaser, Sir Thomas Spry, to allow his name to be given. The plaintiff did not at the time object to the name, but executed a transfer to Goss, and delivered it to Sir Thomas Spry's brokers, who paid for it with his money. The majority of the Court thought that the plaintiff not having objected to Goss's name at the time could not do so after executing the transfer to him. Baron Cleasby thought that the usage was that the jobber was relieved only in giving the name of a purchaser, and that Goss was not a purchaser, but a person bribed to give his name. We must say we think Baron Cleasby's view more in accordance with the passages we have quoted from the judgments of the Superior Courts than that of the other

three judges; and it is unquestionable that it is more in accordance with justice. In Baron Cleasby's view the person who would ultimately be made to suffer the loss on these shares would be Sir Thomas Spry, and as he would have been the person to get the benefit, if instead of stopping on the 10th of May, Overend & Gurney had then declared a large dividend on their shares, it is clear that he is the person on whom the loss ought to fall. The whole question, however, depends upon whether the "name" to be passed must be according to the usage the name of a "purchaser" or merely of a "transferee." The words certainly appear in some passages in the judgments in the courts above to be used indiscriminately; but this last case shows there is considerable difference between them. Baron Cleasby's judgment is well worth consulting also upon the point of the binding effect of such usages if unreasonable. He puts this upon the right footing, viz., that nothing that is unreasonable can come within the scope of an implied authority, though of course it might within an express one. It follows, however, of course, as pointed out in the Exchequer Chamber, that a plaintiff cannot take any advantage of the fact that a contract in fact made by his agent with a defendant was an excess of the agent's authority. He must either repudiate the contract or take it as it is. Thus, although the judges in the Court of Exchequer express different views of this question, they all agree that the case before them turned upon questions of fact and inferences of fact as to what the actual usage was. There can be no doubt that this second case of *Maxsted* v. *Paine* (*Gosi's case*), and if so perhaps the other also, will be taken to the Exchequer Chamber. We should be glad to see Baron Cleasby's view taken by the Superior Court; but whether it will be or not will probably depend upon how far the Court consider themselves bound by the statement of the usage in the case. Both in *Grissell* v. *Bristow* and *Coles* v. *Bristow* the Courts have to some extent given effect to their views of what the usage ought to be, in assuming it not to be as stated in terms by members of the Stock Exchange—viz., that the mere giving of any name absolves the jobber from liability. It is, we think, not improbable that they may draw the further inference which Baron Cleasby has now drawn, and which both Chief Justice Cockburn and Lord Cairns have hinted at.

A LIBEL CASE has lately arisen and been decided at Hong-Kong which involved some difficult and unusual questions of law. One of the points in particular, which in the result formed the ground of decision, is of great general interest to all the English colonies, and was apparently raised in this case for the first time, viz., whether the Attorney-General of an English colony has power to file an *ex officio* criminal information.

This question was directly involved in the case to which we are referring. The *China Mail*, a Hong-Kong paper, published two articles reflecting very severely upon the conduct of the authorities at the neighbouring Portuguese settlement of Macao, with reference to the way in which coolies were there treated.

One of the articles, besides criticising the authorities generally, contained charges and insinuations against one of the Portuguese officials by name connected with Macao, which (subject only to the question whether it was a privileged communication as a matter of public interest) were clearly libellous. The other article also attacked the administration of the Government at Macao, and suggested that it would be well for all parties if the Chinese were to drive the Portuguese out of the settlement.

In consequence of some communications from Macao, Mr. Ball, the then acting Attorney-General (in the absence of the Attorney-General) at Hong-Kong, filed an *ex officio* criminal information against Mr. Saint, the publisher of the *China Mail*. A great variety of questions of pleading, practice, and constitutional law, &c., arose during the proceedings, but the case at last came on for argument on a demurrer to a plea of justification under Lord Campbell's Act (6 & 7 Vict. c. 96).

The Judge, Mr. Smale, decided in favour of the defendant first, because, in the absence of authority, he refused to assume that the Attorney-General at Hong-Kong had power to file an *ex officio* criminal information; secondly, because, even supposing he had such power, he could only exercise it personally, and could not delegate it to a person acting for him.

This decision seems most reasonable, as, in the absence of authority, it may well be assumed that the power of filing *ex officio* informations, which is undoubtedly possessed by the Attorney-General in England, is not possessed by all those who bear the same official title in English colonies. *Ex officio* informations are defined by Blackstone (4 Bla. Com. 308) to be, "Those which are truly and properly his [the Sovereign's] own suits, and filed *ex officio* by his own immediate officer, the Attorney-General." The object of these informations is stated in the same place to be "such enormous misdemeanours as peculiarly tend to disturb and endanger his Government, or to molest or affront him in the regular discharge of his royal functions." The Attorney-General files these informations without any preliminary proceedings as the immediate agent of the Crown.

Neither the definition given by Blackstone of these informations, nor the object to which they are directed, seem to apply to proceedings by those who hold the office of Attorney-General in colonies. They are not the Sovereign's own officers in the sense that the Attorney-General in England is, and occasions are not likely to arise in colonies calling for such summary procedure.

It is a pity that a question of such great interest should have first arisen in a place like Hong-Kong, where it is impossible to obtain many of the books and references which should be consulted in deciding a matter of this sort. Unless, therefore, the case should come before the Judicial Committee of the Privy Council it will have but little authority, as it necessarily rests only on the opinion of a single judge at a place where authorities cannot always be procured, and which is not inaptly described in the judgment as an *Ultima Thule*.

A FEW DAYS AGO, in the Court of Exchequer, Mr. Henry James, the postman, having moved and obtained a rule, rose to move in another case. Baron Bramwell interposed, and observed that when he was at the bar he was severely rebuked by Baron Parke for attempting to move twice on the same day. Baron Martin agreed with Baron Bramwell that it was against the rule for the same counsel to move twice on the same day, but Chief Baron Kelly appeared to think there was no objection. Mr. James said he had no objection to move on the next day, and so the matter ended. We imagine that the right of deciding upon any such matters as the audience or precedence of counsel, and generally as to the regulation and order of business in the court, rests entirely with the chief of the court, and therefore, if Mr. James had pressed his claim to move he would have been heard, as the matter would not have been one in which the two puisnes would have been entitled to overrule their chief. The occurrence to which Baron Bramwell referred took place in 1850, and is reported *Hollis* v. *Hoscason*, 19 L. J. Ex. 269. It is there laid down that no counsel can be heard to move more than once a day, though an exception would be made in the case of new trials. One reason for the rule is said to be to prevent the monopoly of business in the hands of particular counsel,—though it is also mentioned as a grievance, and one we think which is more entitled to consideration, that otherwise the juniors may be kept waiting all day by the senior counsel moving several cases in succession. If the rule laid down merely is that no counsel shall move twice until the whole bar has been gone through, it is clearly a proper one. It is difficult, however, to see what justification there can be for not allowing a counsel who has moved once to move again

after all the other motions are disposed of. Indeed we cannot help thinking that both Mr. Bramwell and Mr. James must have been slightly wanting in tact on the particular occasions when they drew down on themselves the rebuke of the Court. It is not very uncommon for counsel to make a second motion without any objection from the Court, only it is usual to wait until the other motions are done, and then to introduce the motion with a slight apology in the form of a request for permission to make it.

THE QUESTION HAS BEEN RAISED whether if a bill is paid by means of a cheque, and the acknowledgment is in the words "paid by cheque," such a receipt requires to be stamped. In other words, it is asserted that the stamp on the cheque obviates the necessity of a stamp on the receipt. This assertion seems to originate in a misconception of the language of the statutes 16 & 17 Vict. c. 59, and 17 & 18 Vict. c. 83. The first-mentioned Act grants a duty of one penny on drafts or orders payable to bearer, and a duty of one penny on receipts for £2 and upwards, to which there is but one exception allowed by the Act, viz., receipts by a man for money deposited by a person to be accounted for to him. The third section of this Act enacts that the duty on drafts, and the duty on receipts may be denoted "either by a stamp impressed on the paper, or by an adhesive stamp affixed thereto." The tenth section of the later Act enacts that penny adhesive stamps issued for receipts are available for drafts and *vice versa*. There is clearly nothing in these enactments to warrant the notion that the stamp on a cheque obviates the necessity for a stamp on the receipt acknowledging payment by that cheque.

The mode of receipting bills "as paid by cheque," so often adopted by over cautious individuals, is quite unnecessary, and for this reason:—if a bill were paid by cheque, and the cheque were dishonoured, the proper course would be, not to sue for "goods sold and delivered," but to sue upon the cheque, because by adopting the latter course the plaintiff would have the benefit of the summary process under the Bills of Exchange Act, 18 & 19 Vict. c. 67.

THE RESIGNATION OF MR. O'SULLIVAN brought to a sudden conclusion the proceedings on the O'Sullivan Disability Bill, and afforded at least a practical justification of the course which the Government adopted. The Attorney-General was, no doubt, right in saying that no measure dealing with the removal of mayors generally ought to be introduced until the strong feelings aroused by this particular case had abated; but we imagine that, whenever it may be thought well to consider the subject, it will be found that the best practical solution will be to make mayors removable upon a joint address from both Houses.

THE BATTLE OF THE SITES.

On Monday last Mr. Layard's bill for carrying into effect Mr. Lowe's scheme of changing the site of the new Law Courts was read the first time, Sir Roundell Palmer announcing his unqualified disapproval of the proposed change, and reserving his opposition.

It is to be supposed that some time or other we shall really get our new Courts, though if previous conclusions and deliberations are always to be cast on one side as things of no moment, there is no guarantee of anything approaching to celerity. If the House of Commons can be prevailed on to adopt the new scheme, we may, if a change of Government should take place within the next two or three years, or without such a change if some one should hit on anything approaching to a plausible idea, find the Howard-street site following its predecessor of Carey-street into the limbo of abandoned plans. Let us hope that reason may prevail, and there may be no more indecision, fraught as it is with so much costly delay in the execution of a work particularly needed. The Royal Commission of 1865 had to endure some murmurs at the length of their proceedings. We will not say that the charge was a just one, but at any rate, the Commission having, after mature deliberation, arrived at a definite plan, that plan again having received a partial embodiment, it is very lamentable to find that we are in danger of having to throw all this on one side and begin again with fresh materials and a new plan. If the Thames Embankment were a new and startling fact there might at least be some colour for saying, "Stop a moment, here is something of which we had no notion when we made our former plans; it is possible that we may do better by making some use of it." The Thames Embankment was not finished when the Carey-street site was decided on; it is not finished yet, but it was mapped out and its position and dimensions perfectly ascertained long before the Carey-street plans were matured. It is a legal maxim, "*Id certum est quod certum reddi potest*," and it is not very complimentary to those who fixed on the present site and gave the orders which have since been partially carried out to say that they were incapable of estimating the value of the Embankment until it presented itself before the eye in solid earth and granite. In point of fact, the Thames Embankment as a site for the Courts had been advocated in the House of Commons during the passage of the Thames Embankment Acts, in 1862, but the House preferred the advantages offered by the Carey-street site.

The Howard-street plan, which was produced to everyone's surprise a few weeks ago, originates, according to its authors, in motives of economy. Mr. Layard said the Carey-street site was estimated to cost £750,000; it had cost £880,000; and £3,200,000 more would be wanted before the building could be brought to completion. This must not be; a cheaper scheme must be found. What we may call the Somerset-house scheme, which had been unfolded by Sir C. Trevelyan, would cost about £2,700,000, which was too much, considering that the scheme had been thought rather visionary by some. Then there was a modification of that plan (involving the transfer of Lincoln's-inn to Somerset-house), but this would cost £3,250,000, and so an entirely new plan had been devised by which the Courts would be built, with less concentration of offices, on a new site to be acquired in Howard-street, with a total expenditure of £1,600,000.

Now, with regard to concentration, we are strongly of opinion that law will be much cheaper to those who come after us if offices as well as courts are concentrated, and that a building in which courts and offices are so concentrated need not be a Babel unless badly planned. Penny-wise and pound-foolish economy is as disastrous in national as in private expenditure, yet if the Chancellor of the Exchequer assures us that we cannot afford to concentrate, we may accept his calculation as that of a shrewd man. But that we must sell the site we have already bought and cleared, and buy another, *non sequitur*. As the Incorporated Law Society put it, in a paper which we print elsewhere, "If £1,000,000 only can be afforded for the building, it may be spent to much the best advantage on the site already cleared." Mr. Layard's arguments in favour of the Howard-street site are far from satisfactory. One would certainly imagine, *a priori*, that to sell that which you have bought and cleared and then buy and clear more, must be attended with a considerable portion of that expense which we are to try and avoid. All we get from Mr. Layard at present as to this, is that he has had "offers from parties of the highest respectability who are willing to purchase the site at the price paid for it by the Government, not, of course, including the law expenses." (Does this, by the way, include sums paid as compensation for goodwill and so forth? Or will such sums be a dead loss?) Now, the law expenses for the old site were somewhat over £30,000; adding to this the vendor's costs, the total is somewhat over £63,000, which gives some index to what we are thrusting our heads into by abandoning the site already

bought and made ready. We lose the £63,000 already expended and proceed to incur fresh law expenses. If we allow a smaller charge, proportioned to the smaller acreage of the Howard-street site, here alone is a dead loss of £100,000. We cannot judge of the offers Mr. Layard has had, and the probability of their being realizable in hard cash. But even conceding to Mr. Layard what has not yet been proved, that the price of the land will be obtainable, to sell the old site and purchase a new one involves at the lowest a double set of law expenses and the cost of two clearings instead of one, in addition to the expenses of the re-sale and the interest of the Howard-street purchase-money in the interim. Not a very promising beginning for a scheme of economy. Again, Mr. Layard makes no allowance for the possibility of his estimated building cost being exceeded in Howard-street. His estimates were prepared by a gentleman whose estimates were rarely exceeded. Mr. Hunt is a man of admitted ability, but his Carey-street estimates were exceeded, as estimates usually are. The remainder of the reasons given had much the same incompleteness. Petitions had been presented signed by members of the Inner and Middle Temples in favour of the Embankment; which was true, only the speaker omitted to state that petitions had also been presented by other members of the same inns in favour of the old site.

We have dwelt at some length upon the question of cost, because that was the reason originally put forward for abandoning Carey-street. One serious objection to the abandonment is the inevitable delay, of which we have had too much already. If we build the smaller building on the old site, we want no more land, but have one and a-half acre to spare. Plans must be settled in either case, but in one case this labour will be *plus* that of buying and clearing, which is not to be done in a week. Even Mr. Layard does not think that he could put his compulsory power of taking the land into execution before July, 1870. After which would come all the taking possession and clearing. A pleasant prospect for a nation impatient to begin!

A few words, in conclusion, on the merits of the two sites. Howard-street runs about midway between the Strand and the old waterside, it intersects Surrey, Norfolk, and Arundel-streets, and is due south of Holywell-street and St. Clement Dane's church. The Howard-street site is bounded on the north by this street, on the south by the future Metropolitan District Railway, on the west by King's College, and on the east by the houses on the west side of Essex-street. It has the disadvantage of being situated on a considerable slope, and the still greater disadvantage of proximity to the noise and vibration of the railway (which is planned to be conducted by an open cutting past the spot.) Another defect is that this site, unlike the old one, is long and narrow, so that the courts, if built on it, could not have a short and easy intercommunication all round. Its front presents an irregular curve. As to the approaches, the Howard-street site fronts the Embankment, impinging directly on the railway; from the Strand the distance is some fifty or sixty yards. If the Carey-street site will need approaches from the north and north-east, the Howard-street site will need them equally, with this difference, that Howard-street will require them to be considerably longer. If the Howard-street site can dispense with any new approaches, the Carey-street site can do the same.

The Carey-street site, as shown in a recent plan, affords, besides a sixty-feet street running along the west side of the building, from Carey-street to the Strand, one and a-half acre of surplus, the proceeds of which, too, might be applied towards any further street improvements, if thought advisable. As a central position Carey-street needs no advocacy. The solicitors, as a body, prefer it for their own convenience, and the convenience of the Bar requires, even in a greater degree, that the courts should stand as nearly as possible midway between the Inns of Court. Let us hope that the present disagreeable state of indecision may soon come to an end, and that we may soon see, if we cannot afford the larger building, the smaller one, actually progressing on the Carey-street site. We cannot understand how Mr. Lowe contrived to persuade his own shrewd brain that the Howard-street plan was an idea which ought to be wrought into fact. But Mr. Lowe can afford to acknowledge when he has made a mistake. We hope that he may be convinced that his hasty judgment was wrong, in which case we feel sure that he will ingenuously fling his scheme to the winds, as he has already flung Inigo Jones. If the battle is to be fought out between the old site and the new one, we can only hope that the case will meet a fair and clear statement; that, we feel sure, will enlist a large majority for Carey-street.

ELECTION SCRUTINIES.

The new system of trying election petitions has not rendered scrutinies much more frequent than they were before. A scrutiny has been often prayed for, but almost invariably abandoned on the ground of expense. Of course in most cases the proportion of bad votes to good will be much the same on one side as on another, so that it can seldom be worth while to persevere in a scrutiny unless there is some wholesale objection to a considerable number of votes given for the sitting member, which, if decided favourably to the petitioner, would at once place him in a majority and give him the position of advantage, in case, so far as other objections were concerned, the bad votes should turn out pretty equal on both sides. This was the case at Bewdley, where Major Anson, who was defeated by a small majority at the election which took place in consequence of the return at the general election having been declared void upon petition, claimed and has lately obtained the seat upon a scrutiny. It appears that the revising barrister had held bad the notices of objection served by the Liberals in the borough, on a ground which applied to all of them, viz., the insufficiency of the description given of the objector. All the persons objected to therefore remained on the register, and of course a large number of them voted for the Conservative candidate. If the judge were to reverse, as he did, the decision of the revising barrister, so that the merits of the case as to the qualifications of all these voters could be gone into, it was evident that the petitioner would be pretty certain of success. Accordingly, when this point was decided against the sitting member, and a certain number of bad votes amongst the persons so objected to had been struck off, he did not contest the case further. The single point here decided by the judge was not a very instructive one, as the decision of the revising barrister appears to have been clearly wrong, or at least contrary to the view that is taken at the present day upon such points. The objector had described himself as of "Mitton," when he should have said of "Lower Mitton." Now, it may be said shortly that it is essential to make the notice good that the objector should give such information as to his abode as will enable the person objected to to find him, if he takes reasonable means to do so. The information given must also, of course, not only be sufficient on the face of it, but it must be true. In the early registration cases, decided in times when almost all cases at common law were decided upon technical objections, notices of objection were frequently held bad upon grounds which would be quite repugnant to our idea of justice now, and unfortunately some of these decisions continue to be quoted in the text-books side by side with the modern cases, so that any one not looking to their date is apt to take them as of equal authority. Unfortunately the revising barrister at Bewdley seems to have followed the old cases, and not the modern ones. It appears to us impossible to doubt that he ought to have decided, as Mr. Justice Blackburn eventually did, that as

Mitton included Lower Mitton, the address, though not the best that could be given, was not so insufficient that all the notices ought to have been held bad. Indeed, we think, after the decisions that have lately been given by the Court of Common Pleas, any revising barrister will be very bold who, for the future, holds any notices of objection bad on any technical ground of insufficient description or the like.

At Oldham the case was very different. There a scrutiny was really fought out, the trial lasting six days, and some hundreds of objections being disposed of in that time. This certainly shows a considerable dispatch as compared with the rate of progression before Parliamentary Committees; but this is, of course, to be expected, as a single judge more or less accustomed to such matters would deal with them with far greater rapidity than a committee. We propose to notice shortly a few of the points decided by Mr. Justice Blackburn at Oldham. By far the greater number of cases decided turned upon questions of personation, or quasi-personation arising out of mistakes between two persons of the same name. Whether by the fault of the revising barrister, or of the overseer, or of the registration agents and objectors, the register at Oldham certainly appeared to have been very badly made out. This was no doubt in part caused by the great prevalence in the town of certain common names, and also from the houses frequently not being capable of easy identification. Numbers did not appear to be regularly used, and consequently their occasional use perhaps rather tended to confusion than otherwise. Besides which, there were many houses which appeared capable of no better description than that they were "off" such and such a street. Under these circumstances it often became difficult to tell who was the man meant to be on the register. The description, perhaps, would often describe most accurately a man not entitled. Often, of course, these cases turned only upon questions of fact, still questions of law, or at all events of practice, were often involved. The judge held strictly to the rule, that the man meant to be put on the register was the man entitled to vote. Thus, where the overseer had meant to put on a man who was qualified in respect of a particular house, and erroneously described him by a description which applied more accurately to another man, the man really qualified was held entitled. Where, however, the overseer, knowing a particular man, had believed him to be the man of the same name who was entitled, and had accordingly intentionally put him on the register in respect of the qualification really belonging to his namesake, there it was held that the vote belonged to the man not really qualified, this mistake being one which ought to have been set right before the revising barrister. In one case, however, a house had some years before been occupied by a James Fogg, who had been on the register in respect of it, but during the year of qualification the house had been in the occupation of a John Fogg. The name of John Fogg had been placed on the register, but the name of James Fogg also appeared there in respect of this same house, and probably had been left there by mistake, owing to its having appeared in the old register. In this case the judge drew the inference, that the entry of James Fogg was an erroneous duplicate entry of the name of John Fogg, and that James was not entitled to vote; that is to say, apparently the judge considered that the overseer when he reprinted the name James Fogg in the list had meant it for the name of the Fogg who really occupied the house, and if so, no other man could vote in respect of this entry. There was, however, a large class of cases in which the name of the man who had left the house had been retained on the register, while the name of the man who had come in his place had sometimes been inserted, and sometimes not. No objection had been taken at the revision to these persons, who thus appeared in the list without being qualified, and they had voted. Their votes were objected to at the scrutiny apparently on similar grounds to that on which the vote of James Fogg was rejected, but the judge held that where a man had voted who was the man meant to be described on the register, the question whether he was qualified or not could not be gone into unless the name had been retained by an express decision of the revising barrister. Where, however, the person who had made out the list of voters was called, and said that a particular name had been inserted by mistake, the judge agreed to reserve the point for the consideration of the Court of Common Pleas. It is certainly desirable that some new machinery should be introduced for remedying such mistakes on the part of overseers. At present the only course is for some one to give notice of objection to the wrong man put in, and for the right one to send in his claim. The difficulty, however, in the way of this being done is that people who see the lists will be almost sure to make the same mistake as the overseer did, and think that the name on the list is that of the right man. One case, but for the accidental political agreement of the two voters, would have been particularly puzzling. One name was on the register, and two persons each answering one as well as the other, the description on the register, had both voted. The judge had no difficulty in saying that only one could vote, but which it was impossible to say. Fortunately, however, they had both voted for the same candidates, so one vote was struck off, without deciding which man had the right to give the one vote allowed.

One important point decided by the Judge (subject, however, in case it had proved to turn the election, to the opinion of the Court of Common Pleas), was as to the extent of his power to open the register. This depended upon the construction of the 98th section of the 6th Vict. c. 18, reciting and explaining a smaller provision in the Act of 1832. That section declares that the committee (now a judge), may decide on the right to vote of any person who, being on the register, shall have voted, or not being on the register, shall have tendered his vote, in case the name shall have been retained or inserted in the register, or expunged or omitted therefrom by an express decision of the revising barrister. The doubt that arose upon this was as to whether the decision of the revising barrister retaining or expunging a name, could be reviewed upon any other point than that upon which he had decided. Then where the only objection brought before the revising barrister had related to an error of description, and he had amended the error and retained the name, could the vote be objected to on the scrutiny on the ground that the value of the qualifying property was not sufficient—a point to which the attention of the revising barrister had not been drawn. Or, to take a more common case, could the qualification be gone into of a man, objected to at the revision and who had not appeared before the barrister to defend his vote, and whose name had consequently been struck out by an express decision, but of course a perfectly correct one, of the barrister? Mr. Justice Blackburn held, not without a great deal of doubt, and subject to the opinion of the Common Pleas, that the proper construction of the Act was that wherever there has been an express decision the whole question of the voters qualification is reopened. Undoubtedly the words of the Act are large enough to bear this construction. At the same time it must be owned that it scarcely gives effect to what must have been the object of the Legislature. That obviously was to make the barristers' court the tribunal in which all questions of qualification shall be tried, but subject to appeal. If, however, the mere fact that a notice of objection has been given to a voter independently of what was done upon the notice before the barrister, is to give the right to reopen the whole question of that voter's qualification on a scrutiny, it will, on the one hand, encourage wholesale and speculative notices of objections being given, and on the other induce voters to neglect the notices, under the idea that if their names should be struck out by the barrister, owing to their ab-

sence, yet their votes would be allowed on a scrutiny, and so be valuable if there should be a close contest. This clearly is not to the interest of candidates, nor, we believe, was it the intention of the Legislature. There has not been as yet a scrutiny relating to a county, but there the case would be different, as the grounds of objection must be specified in the notice. In that case we do not think it could be held that there had been an express decision on any other point than that specified in the notice, so that all points would not be open, as Mr. Justice Blackburn holds they are in boroughs. We may observe that the point raised in the Salisbury petition, of the right to reopen the register in all cases where the voter was not really qualified, and which is so clearly a mistake that it is surprising it should have occupied the Court of Common Pleas for two hours, as it did, was not suggested at Oldham, and Mr. Justice Blackburn, by implication, decided many cases (some of which we have quoted above) upon the same view of the law as has since been laid down by the Common Pleas. Amongst other instances of the application of this rule, it was held that infants and aliens were entitled to vote if they had not been objected to before the revising barrister, but that women were not.

Another point decided of considerable importance was that a voter qualified under the new household franchise, and whose name is on the register, loses his right to vote if, before the election, he has ceased to reside in the borough or within seven miles of it, but does not do so if he resides within that distance, though he has lost his qualification. This was clearly the state of the law with respect to the £10 borough franchise; but the question was whether the sections of the Acts by which this was provided were so incorporated as to apply to the new franchise. The former franchise it will be remembered required only occupation of, and not residence on, the qualifying tenement. By a separate enactment residence within seven miles of the borough was required in order to be registered, and by another enactment a continuance up to the time of voting, of residence within the distance requisite for being registered, was required in order to vote. The new franchise, however, was conferred on "inhabitant householders," that is to say, inasmuch as inhabitancy and residence are substantially the same, residence on the qualifying tenement was requisite for registration. That being so it would have been absurd to enact that the voter must, in order to be registered, reside within seven miles of the borough, and accordingly there was no such provision. In this state of things what residence, if any, was requisite between the 31st of July and the election in order to entitle such a person to vote? Mr. Justice Blackburn has held that where such a voter removed to a distance greater than seven miles from the borough he could not vote. This, we think, follows from the words used in the 79th section of the Registration Act, 1843, which we think is clearly applicable, the only question being as to the true construction of it in reference to the case. It is enacted by that section that no borough voter shall vote unless he has resided from the 31st of July to the day of the election within the borough, or within the distance from the borough required by the Act of 1832, to enable such person to be registered. Now, the Act of 1832 requires residence within seven miles as regards persons qualified under that Act, but as we have pointed out, residence in the borough itself is required for the new franchise. While, therefore, it appears clear to us that a person removing beyond seven miles cannot vote, and also that a person removing from his house, but continuing to reside actually within the borough can vote, it seems to us by no means so clear that a man qualified only under the new Act, and removing before the election to a residence without the borough, but within seven miles of it, can also vote.

The latter case does not seem to have been argued before Mr. Justice Blackburn at Oldham, and there is not any express decision upon it, though he undoubtedly appears to assume in some cases that the seven miles rule applies. One very curious case arose of a voter who lived in a house built upon the seven miles line. It was suggested that he resided where the head of his bed was. The judge, being in doubt, allowed the vote, but as this voter was qualified under the old Act, it is not a decision of the point we have been considering.

Another point, which was entirely a novel one, was decided by Mr. Justice Blackburn. This was as to the validity of a vote given by mistake at the wrong polling place. It was argued that the enactments as to polling places were merely directory, and that a non-compliance with them did not invalidate the vote. The judge, however, thought otherwise, though he promised to reserve the point for the Common Pleas in case it proved material to the result of the scrutiny.

Another point of some nicety was raised as to the disqualification by receipt of parochial relief. It was admitted that where the alms had only been received before the 31st of July the objection could not be raised, unless the voter had been objected to before the revising barrister; but where the relief had been received after that day the question was more difficult. The sections of the Acts which make the receipt of relief a disqualification, all expressly say that it shall be a disqualification from being registered, and say nothing about its being a disqualification from voting. It was necessary, therefore, to rely on the doctrine that the receipt of alms creates an incapacity to vote at common law. It is laid down in many of the books that this is so, and the judge so decided, holding apparently that the express enactments are rather declaratory of the common law, and intended to provide that the man who, by the common law, is incapacitated from voting shall not be entitled to be put on the register. They also would have the further effect of increasing the time within which the receipt of alms would be a disqualification. The common law rule is said to be receipt within a year of the day of election. The effect of the statute together with this common law rule would be to make the year reckoned from the 31st of July. There would, however, be some difficulty in applying to counties where, until the Act of 1867, the receipt of relief was no disqualification at all, the rule now laid down that the receipt of alms after the 31st of July and before the election will disqualify.

The only other point we need notice was that the judge held that to bring a case of payment of rates within the 49th section of the Act of 1867 it was necessary to show that the payment was made to influence the man's vote. Thus, where it was clear that the rates were paid on purpose to entitle a man to be registered, and so procure for him a vote, and also that this was done in full expectation that the vote would be given for a particular party, yet the vote was held not bad, because it was not proved that the rates were paid in order to influence the vote. It is impossible to complain of this decision, as the words, "to influence his vote," are used in the section, yet it is obvious that it renders the sections almost nugatory, for in most cases, if the payment were not made, the man would have no vote which could be influenced. We cannot help thinking it would be easier to bring these cases within the bribery clause of the Corrupt Practices Act, than within the section in question.

THE ARCHBISHOP OF CANTERBURY'S ECCLESIASTICAL COURTS BILL.

The bill for the reform of the ecclesiastical courts introduced into the House of Lords by the Archbishop of Canterbury is in some respects, though not in all, to be preferred to that of Lord Shaftesbury, on which we have recently commented (*ante* p. 835). Both, however, are susceptible of improvement, and we trust that the result of the labours of the committee to which they have been referred will be a measure more desirable than either. Certainly in one particular Lord Shaftesbury's bill should be amended.

As we have already pointed out, he appears to favour the creation of a purely ecclesiastical court as the diocesan or provincial tribunal. The bishop or archbishop has power to sit separately in the consistorial or arches court, as the case may be, and the possible consequence is that in an ecclesiastical cause the lay element might not be encountered until the supreme court of appeal, the Judicial Committee of the Privy Council, was reached. The Archbishop's plan (see Bill ss. 5—9) appears to contemplate the presence of a layman both in the court of the bishop and archbishop, and so far is an improvement on Lord Shaftesbury's scheme. There are also provisions enabling a bishop to have the advice of two clerical assessors. It should be noticed that the language of the portions of the Archbishop's bill which deal with judges and assessors of the diocesan and provincial courts requires to be rendered more definite and precise.

Among the points of difference between the two bills the sections as to the obligation of the court of the archbishop to receive "letters of request" deserve special attention. Lord Shaftesbury would make it *compulsory* on the superior court to receive them. In other words, he would leave the law, as, in spite of Sir Robert Phillimore's recent decision, we conceive it is at present. The Archbishop, on the other hand, leaves a discretion to the arches court (s. 21) to receive or to reject them—an alteration which would be the reverse of an improvement. The object of reform in our ecclesiastical courts is to reduce expense by removing unnecessary impediments to the proper administration of the law. We want speed combined with efficiency and cheapness, and to secure these ends it will be necessary to deprive the archbishop's court, which—like the Exchequer Chamber, between the courts of first instance at Westminster and the House of Lords—stands between the diocesan court and the Privy Council, of powers to say whether it will entertain a suit or not. If "letters of request" are asked for they ought to be granted, and acted upon as of right. It should be in the power of the suitor and not of the judge to dispense with the idle form of an inquiry in a diocesan court before the bishop or his chancellor. No doubt the inferior tribunal is respectable, and if a proper legal qualification be insisted on for the office of chancellor its decision might command confidence. But we all know that as a matter of fact ecclesiastical causes are almost invariably carried to the Supreme Court, and this being so we can see no objection to the parties having absolute power to skip one step if they think fit to do so. Both the bills we are considering give power to the archbishop to transmit an appeal *per saltum* to the Privy Council from the Diocesan Court; and if the Provincial Court may thus be passed over, in the case of an appeal, we can see no reason why the inferior court should not, if it be deemed expedient by either prosecutor or defendant, be passed over also. It would be unadvisable to allow a case to be taken, without any preliminary argument, either before the bishop or archbishop, direct to the Judicial Committee. But we think our readers will agree that all such preliminary argument, whether in the Diocesan or Provincial Court it matters little, would in all save very exceptional cases, be quite sufficient.

The next important difference between the bills is in respect of the power to commence proceedings against an offending clergyman. That power, as our readers may remember (see *ante* p. 335), Lord Shaftesbury proposes to place in the hands of the bishop, or of three inhabitant householders of the *diocese* in which the offence is alleged to have been committed, who shall in their petition declare that they are members of the church. The Archbishop's proposition is very different. The bishop is to retain his power of initiation in all cases, or proceedings may be commenced, first, *for unsound doctrine*, upon the written information of any five clergymen, as to the sufficiency of which the bishop is to be the judge; and, secondly, *for the improper or illegal conduct of divine service*, by any three members of the church who are inhabitant householders of the parish. It will be seen that far less power is conferred on the three householders, who, moreover, are to be of the *parish* and not of the diocese merely, by the archbishop than by Lord Shaftesbury. The former is evidently of opinion that whatever privileges parishioners should possess of controlling the ceremonial of their church, they should not be at liberty to prosecute their minister for doctrinal heresy. Such a prosecution is a more serious matter, and one which at present is practically within the bishop's discretion. Dr. Tait, it would seem, thinks that in this respect the law needs no substantial alteration. Probably the select committee will find some middle course on this important question. The object of both bills is no doubt the same, but neither of them seems in its present shape likely to secure it. What is wanted is a machinery which shall secure the prompt punishment of clergy who offend either in doctrine or otherwise against the formularies of the church, but which, at the same time, shall not encourage vexatious of frivolous suits. Lord Shaftesbury's measure would, we fear, give too much liberty to suitors. It is almost an invitation to litigation. The Archbishop, on the other hand, scarcely gives power enough to that irrepressible personage of ecclesiastical politics, the "aggrieved parishioner."

Such are some of the principal points of contrast between the two bills. They have, we should add, much in common. Thus, both contain many improvements in the details of our ecclesiastical procedure, both fix the period of limitation for the commencement of suits at three instead of two years after the offence complained of has been committed, both allow a reference of questions of fact in certain cases to a mixed jury of clerks and justices of the peace, and both propose that evidence shall be given, generally speaking, *viva voce* and on oath. We may also say, in conclusion, that both appear to have been framed with elaborate care, and it may, therefore, be hoped that from a consideration of the ample materials they afford, the select committee which has been appointed to consider them may be able to arrive at a satisfactory result.

THE DOCTRINE OF THE "VERY HEIR."

No. I.

The doctrine of the "very heir" is a curious old piece of real property law still subsisting to occasion chancery suits and actions of ejectment, and to bother those counsel and solicitors who have given their attention rather to the more modern department of commercial law than to that law of land in which so much of English social history is to be traced.

The question which it raises or answers as the case may be—viz., whether a particular disposition, can be satisfied only by the heir-at-law, or whether collateral heirs are admissible under it, is one which is ever liable to arise on short or unlearnedly drawn wills or settlements containing dispositions in favour of heirs male or female.

In order to render our account of this doctrine perfectly complete, we would crave permission to recite one or two *principia* which are familiar to every student who has begun to read his Williams on Real Property. We are aware that we shall convey no information to the reader by doing so, but it is convenient to give an entire and complete history of the subject we have taken in hand. Commencing, therefore, with the deluge, which in this case is the statute *Quia Emptores*.—

The power of alienating land by grant, for an estate in fee-simple, dates from 18 Edw. I, when the great land-lords, perceiving that, by the subinfeudations of their tenants, their own privileges and emoluments out of the land were becoming much diminished, procured the passing of a statute which Mr. Fawcett, had he lived then, might most truly have called an Act to Establish Free Trade in Land. It confirmed to the people the power of selling their land at pleasure, and at the same

time saved to the lord his ancient profits, by enacting that the feoffee or purchaser should hold directly of them, and by the same service or custom as the feoffor or vendor had done.

Only a few years previously the statute *De Donis Conditionalibus* (Westminster the 2nd, 13 Edw. 1, c. 1) had originated estates tail. It had come to be the usage that when the Land-Lord granted land to one and the heirs of his body, the grantee might alienate immediately on the birth of an expectant heir, thus defeating, not only the heir's expectancy, but what the Land-Lord cared more about—the contingency of reverter to the grantor on failure of the grantee's issue. The statute *De Donis* accordingly, after reciting how very hard it seemed that the grantor's intention of the lands reverting to him should be so disregarded, enacted that the will of the giver, *secundum formam in cartâ doni* should be observed—that there should be no such power of alienation, and, on failure of issue, the land should revert to the giver or his heirs.

The freedom to devise land by will, was of much later date. With the exception of the City of London and a few other places favoured by special custom, hereditaments were not devisable by will till temp. Henry VIII., when the established formula was duly observed; the thing, having crept into practice, was at first resisted, and, proving too useful for suppression, was formally legalised. The practice of conveying land *inter vivos* to such *uses* as the grantor should appoint by will was restrained by the Statute of Uses (27 Hen. 8, c. 18), and a few years afterwards the 32 Hen. 8, c. 1, and 34 & 35 Hen. 8, c. 5, broke down the restriction.

Littleton says, speaking *apropos* of the statute *De Donis* (sections 22, 23)—

"If lands or tenements be given to a man and to the heirs females of his body begotten: in this case his issue female shall inherit by force and form of the gift, and not his issue male. For, in such cases of gifts in tail, the will of the donor ought to be observed, who ought to inherit and who not."

"And in case where lands or tenements be given to a man, and to the heirs males of his body, and he hath issue two sons and dieth, and the eldest son enter as heir male, and hath issue a daughter and dieth, his brother shall have the land, and not the daughter, for that the brother is heir male."

"Also, if lands be given to a man and to the heirs male of his body, and he hath issue a daughter, who hath issue a son and dieth, and after the donee die; in this case the son of the daughter shall not inherit by force of the entail; because whosoever shall inherit by force of a gift in tail male to the heirs males, ought to convey his descent whole by the heirs males. Also, in this case, the donor may enter, for that the donee is dead without issue male in the law, insomuch as the issue of the daughter cannot convey to himself the descent of an heir male."

On this Coke says that the words "who ought to inherit" are very observable, as illustrating the difference between a descent and a purchase—

"For when a man giveth lands to a man, and the heirs females of his body, and [he] dieth, having issue a son and a daughter, the daughter shall inherit, for the will of the donor, the statute working with it, shall be observed; but in the case of a purchase, it is otherwise: for if A. have issue a son and a daughter, and a lease for life be made, the remainder to the heirs female of the body of A., if A. dies the heir female can take nothing, because she is not heir, because she must be both heir and heir female, which she is not because the brother is heir, and, therefore, the will of the donor cannot be observed, because here is no gift, and, therefore, the statute cannot look thereupon. And so it is if a man hath a son and a daughter and dieth, and lands be given to the daughter, and the heirs females of the body of her father, the daughter shall take nothing but an estate for life, because there is no such person, she not being heir. But where a gift is made to a man and to the heirs female of his body, there the donee, being first taker is capable by purchase, and the heir female by descent *secundum formam doni*, and, therefore, Littleton purposely added these words —'who ought to inherit.'"

Here is the celebrated distinction between limitation and purchase, so familiar to the students ear, and more to his ear, perhaps, than to his understanding.

It may be expounded thus:—It is a Purchase if the succeeding taker takes, by *descriptio personæ*, name of purchase, directly from the grantor:—It is Limitation if he takes, not directly from the grantor as having been described by him, but by descent from a grantee according to a system of descent indicated by the grantor. In the one case the grantor is supposed to have described a series of individuals, in the other a fashion of devolution. What Coke says, is that where a succeeding taker is to take by purchase, the words "heir female" are to be taken so strictly that the only person who can satisfy them must be *both* heir (*i.e.*, the "heir-at-law," or "very heir," or "heir general" as it is variously styled) *and* a female. To take by purchase you must be the heir-at-law, that is the doctrine of the "very heir," as put by Coke. But where a succeeding taker is to take by descent, Coke says that the words "heir female" are not to be taken so strictly, and that *an* heir (*i.e.*, merely a descendant) may take if a female. Mr. Hargrave has given, in his own most elaborate note to this note of Coke's upon Littleton, an ingenious justification of Coke's distinction. He says that where the words are words of purchase, it is reasonable to require the donee to be both *the* heir and female, because words are to be taken in their established sense, "unless there are other words or some special circumstances to show a different sense in the mind of the person using them, and Lord Coke apparently intends to put a case in which *neither* occur." But that, where the words are words of limitation, being necessarily used to regulate the succession in a special manner, the establishment of such a new kind of heirship affords a presumption that the donor meant by heirs, not those who would be heirs by the general law of descent, but those who are so according to his own special system of descent.

If it be objected to all this—"But, put it how you will, it really comes to the same thing, whether the donor be considered as describing the persons who are to take, or as describing a devolution consisting of such takers,"—we can only reply that to such an objection the proper answer appears to be, that there is no answer to it. Coke, however, did lay down his rule, and it remains to be seen how it has been subsequently treated. We shall deal with that in a separate article.

But before proceeding to examine the decided cases, we should not omit a subsequent section of Littleton's.

Littleton's 31st section is as follows:—

"But if a man give lands or tenements to another to have and to hold to him and his heirs males or to his heirs females, he to whom such a gift is made hath a fee-simple because it is not limited by the gift, of what body the issue male or female shall be, and so it cannot in anywise be taken by the equity of the said statute [*De Donis*], and so he hath a fee-simple."

This was explained in *Ford* v. *Lord Ossulston*, 3 Salk. 336, thus:—that if land be granted to one and his heirs male, the word "male" must be rejected, for there is no such thing in law as saying heirs male without saying of whose body—but that, in a devise, the Court will supply the words "of his body"—thus making it an estate in tail male.

RECENT DECISIONS.

EQUITY.

TRUSTEE RELIEF ACT AND PAYMENT INTO COURT.

Re W. Pearson's Trusts, V.C.S., 17 W. R. 365.

When the Act was first enacted a notion got abroad, perhaps to some extent justified by the preamble of the Act, that trustees and other persons in a fiduciary position could relieve themselves from the responsibility of their position, in every case where they were desirous of so doing, by paying the fund into court. This notion,

however, was soon limited, if not dispelled, by the decisions upon the Act, many of which will be found collected in Morgan's Chancery Acts and Orders, note on section 1 of the Trustee Relief Act. It is now quite clear that a trustee is not justified in paying the fund into court, and in substituting the Court for himself as trustee, merely to save himself trouble, but only where he has sufficient doubt, either on matters of law or of fact, or both, to justify him in availing himself of the protection of the Court by paying the fund in. It is a matter for the discretion of the trustee and his advisers; and unless he entertain a doubt on reasonable grounds as to the method of dealing with the trust-fund, he had better not pay it into court. It is impossible to lay down a general rule as to what circumstances may afford ground for the payment into court, further than by saying, as we have already done, that the doubt must be on reasonable grounds and *bonâ fide*—*i.e.*, not assumed in order to vex a *cestui que trust*. As the act of payment into court cannot be recalled, the conduct of the trustee in paying in the fund will be considered on the hearing of the petition in order to fix him with costs, if, in the opinion of the Court, his paying it in was unnecessary. The Court will not refuse him his costs as a general rule, unless he has acted vexatiously (*Re Wyllie's Trusts*, 8 W. R. 645); but where the title of *cestui que trust* proves to be clear the trustee will not be allowed the costs of appearing, though he may be of paying the fund into court. And in an extreme case a trustee, who improperly paid into court a fund, was ordered to pay the costs of getting it out again: *Re Cater's Trusts*, 25 Beav. 367. But we think that in general the Court will not do more than deprive the trustees of their costs of appearing, when it is the opinion of the judge that the fund ought not to have been paid into court, as in the present case, where the trustees had paid the fund into court, when a doubt which was one which no reasonable man could entertain, after being offered an indemnity if they would act, and not pay in the fund, than which it is not easy to imagine a stronger case.

Marshalling.

Wellesley v. *Lord Mornington*, L. C., 17 W. R. 355.

It is well settled that where a mortgagor mortgages two estates to A. and then one of them to B., B. can claim the benefit of the doctrine of marshalling: that is he can demand that A. shall resort in the first place to that estate on which he, B., has no charge, so as to give B. a chance of getting paid. For, ordinarily, and but for this equity of marshalling, A. could pay himself out of which ever estate he pleased (*Lanoy* v. *Duke of Athol*, 2 Atk. 444; *Aldrich* v. *Cooper*, 8 Ves. 382).

But if there be a third incumbrancer coming behind B., what is salvation for B. may be ruin to C. Suppose that C. has a charge on that estate on which B. has none. If B. can throw A. entirely on that estate, it is excellent for B., but directly the opposite for C. And in fact under such circumstances the Court of Equity refuses to do a one-sided kindness to one *puisne* incumbrancer at the expense of the other, and declines to allow B. the benefit of marshalling at C.'s expense. (See *Barnes* v. *Racster*, 1 Y. & C. C. C. 401; *Bugden* v. *Bignold*, 2 Y. & C. C. C. 377.)

Barnes v. *Racster* is a case which had been long undisturbed, but in *Wellesley* v. *Lord Mornington* a serious effort was made to disturb it. It was argued that the principle was wrong, since it amounted in fact to allowing the third mortgagee a party not in existence when the second mortgagee, took his security, to interfere with and control the second mortgagee's equities. To this the Lord Chancellor replied that the second mortgagee might have got in the first mortgage if he had liked. He also observed that when a case has been accepted as a governing authority as long as *Barnes* v. *Racster*, the Court ought not to overrule it.

In truth the whole doctrine of marshalling is a complication of interferences with the equities of others. Originally equitably intended, it has come, like its sister doctrine of consolidation, to be one of those "valuable forensic inventions" which waste the time of judges and lawyers and entrap and disgust the public. The latter doctrine was referred to during the argument of this case, for the sake of an analogy. It drew from Lord Hatherley the remark that "the whole of our law with reference to that subject will not bear much the test of logical sequence."

As to marshalling, then, the doctrine remains that the second mortgagee cannot insist on marshalling as against a third mortgagee. In such a case the Court does not, as against the second mortgagee, remit the first mortgagee to his original power of selection, but orders him to be paid rateably out of both estates.

Easements in order to be Reserved by Implication upon a Severance of Property must be Continuous and Apparent.

Davies v. *Sear*, M.R., 17 W. R. 390.

An estate was laid out for building purposes in accordance with a plan which indicated a mews on a portion of the ground, with only one access to it, which was through a space marked "gateway" across the plot which upon a severance of the estate became the property of the defendant.

The rest of the estate, including the site of the mews, became vested in the plaintiff, who built upon it in accordance with the plan, without having occasion to use the gateway, until what had been open fields was covered with houses, and the gateway became what it was designed to be, the only means of access to the mews.

In the meantime a house had been erected in accordance with the plan on the plot where the gateway was marked, with an archway under part of the house corresponding to the space marked "gateway" in the plan. The defendant, however, to whom the plot had been assigned without express reservation of the right of way into the mews, threatened to stop up the archway, but was restrained from so doing by the decree in this suit. We call attention to the case because it is one of some interest to lessees of building land, who accept leases in confidence that all other lessees are under similar restrictions with themselves as to the erection of buildings in accordance with the general plan of the estate, as well as because it indicates what appears to be the true state of the law upon a point with regard to which the cases are somewhat conflicting. The Court was of opinion that the defendant had notice of the purpose for which the space was marked "gateway" in the plan, and the archway made under the house; in other words that he must have seen and knew, or if he had not wilfully closed his eyes must have seen and known the purpose for which the archway was made. The easement was an apparent one, and being so, he would not be allowed in a court of equity to deny that his premises were servient to it, because the easement had not been reserved *totidem verbis* on his acquiring possession of them. The archway was not a way of necessity, perhaps, in the strict legal sense of the word, when the defendant acquired the premises, and the fields at the rear of the mews were unbuilt upon; but, as we have already seen, the defendant had notice that it was intended to become the only way to the mews, so that it was potentially, if not actually, a way of necessity when the severance of the dominant and servient tenements occurred.

With regard to the general principles upon which the reservation of an easement will be implied, the case that has gone furthest is *Pyer* v. *Carter*, 5 W. R. 371. The Court of Exchequer in that case held that in the absence of any reservation in the conveyance, the right to a drain was reserved by implication of law over the

part granted in favour of the part retained, if the actual existence of the drain at the time of the grant might have been found out by inquiry of the grantor, although it was not apparent or necessary, inasmuch as a new drain might have been made at a trifling expense, without interfering with the premises retained. This case, however, is said by the Master of the Rolls, in *Morland* v. *Cook*, 16 W. R. 780, to be of little or no authority, and was expressly disapproved of by Lord Westbury in *Suffield* v. *Brown*, 12 W. R. 356. The broad rule laid down by Lord Westbury, C., in *Suffield* v. *Brown*, that the purchaser takes the property as it is described in the conveyance, and not such as it is at the time of the grant, if followed in these cases, would exclude all implication whatever, and, as we venture to submit, goes somewhat too far. What we take to be the true view of the law is this, that the reservation of an easement will be implied only where it is an easement of necessity, or a continuous and apparent easement, as, for instance, in the case stated by the the Master of the Rolls in *Morland* v. *Cook* as an illustration of the principle upon which the Court went in *Pyer* v. *Carter*, that, if a man buy property, in the centre of which is a piece of land not included in the purchase, he has notice that the owner of that piece of land has a right of access to it, although the mode of access does not appear; but we think that the principle cannot be put higher than this, or extended to easements which are not *de facto* apparent at the time of the assignment, or essential to the comfortable enjoyment of the property assigned: *Hall* v. *Lund*, 11 W. R. 271. In the words of Erle, C.J., in *Polden* v. *Bastard*, L. R. 1 Q. B. 161, where it was decided that on a severance of two tenements the right to go to the pump on the adjoining premises, and take water, did not pass by implication, "there is a distinction between easements, such as a right of way or easements used from time to time, and easements of necessity or continuous easements. . . . Upon a severance of tenements, easements used as of necessity, or in their nature continuous will pass by implication of law, without any words of grant; but with regard to easements which are used from time to time only, they do not pass unless the owner, by appropriate language, shows an intention that they shall pass."

COMMON LAW.

The Wills Act (1 Vict. c. 26), s. 33—Probate Duty.

The Executors of Perry, deceased, v. *The Queen*.

Before the Wills Act (1 Vict. c. 26) a legacy or devise always lapsed if the legatee or devisee, whoever he might be, died before the testator. The Wills Act introduced two exceptions to this rule,—first, where a descendant of the testator is the legatee or devisee, and, secondly, in the case of a devise of an estate tail. The effect of the section creating the first exception was in dispute in *Perry* v. *The Queen*.

Section 33 of the Wills Act provides that when real or personal estate is left to a descendant of a testator for any interest not determinable at or before his death, and such descendant shall die before the testator leaving issue, and any such issue shall be living at the time of the death of the testator, the "devise or bequest shall not lapse, but shall take effect as if the death of such descendant had happened immediately after the death of the testator." By the wording of the section the devise or bequest does not descend to the issue of the legatee or devisee if he leaves a will, but passes under such will as if he had possessed the property at the time of his death.

In *Perry* v. *The Queen* a father bequeathed property to his son, who, however, survived him, and then died testate and leaving issue. The property bequeathed by the father to the son therefore passed under the son's will, and the question in the case was whether such property was liable to a double duty as on a double succession first under one will and then under the second will, or whether probate duty on the will of the father only was payable.

It was held that double duty was payable, as the "Wills Act shows that the property becomes vested in the personal representatives of the testator, and therefore it is manifest that for every purpose it becomes part of the deceased's personal estate."

Sale of Spirits, Wine, &c., on Sunday—Traveller—Evidence.

Davis v. *Scrase*, C.P., 17 W. R. 411.

Several statutes now in force forbid the sale of wine, spirits, beer, &c., by publicans and others, during certain hours on Sunday. Such sales may be punished by proceedings before magistrates. There is an exception in these statutes in favour of travellers; that is, it is lawful to supply *bonâ fide* travellers with spirits, &c., at any hour on Sunday.

According to the general principles of evidence, it is for the prosecutor to show affirmatively that the person accused did in fact commit the offence with which he is charged. In the absence of such proof, the general presumption in favour of innocence prevails, and the accused is entitled to be discharged. Difficulty may sometimes arise in applying this rule when, as in the case of the sale of spirits, &c., on Sunday, there is a general prohibition with an exception. The question may arise, is the prosecutor to negative the exception as well as to prove the infraction of the general rule, or is the accused, on proof of such infraction, to show that his case is within the exception if he wishes to rely upon it.

Jervis's Act, 11 & 12 Vict. c. 43, s. 14, provides for this difficulty, and enacts that if an information before justices negative any exception or proviso in the statute on which it is framed, "it shall not be necessary for the prosecutor to prove such negative, but the defendant may prove the affirmative thereof in his defence if he would have the advantage of the same." By this section it would at first seem that, on a complaint for the sale of spirits on Sunday during the prohibited hours, it would be sufficient for the complainant to prove the sale during such hours, and that the accused must prove that the persons to whom he sold were travellers if he wished to take advantage of the exception.

The contrary has, however, now been decided in *Davis* v. *Scrase*, following *Taylor* v. *Humphries*, 13 W. R. 136. It is therefore now settled that in these cases the informer must prove affirmatively that the persons supplied with spirits, &c., were not travellers, or otherwise he does not establish his case.

This is, undoubtedly, a convenient construction of Jervis's Act, as a contrary rule might cause great hardship to an innkeeper who is bound to supply with refreshment all those entitled to it, and who would, therefore, be liable to an action for refusing to supply a traveller on Sunday. In order, however, to arrive at this conclusion, a somewhat forced construction must be put upon section 14, and it seems as if it were one of those cases where the plain meaning of words has been somewhat stretched to avoid the evils which would be caused by a contrary decision. The result will probably be beneficial, but it would have been better if that result had been obtained by a properly expressed section in one of the Acts rather than by a forced construction of a provision which was probably never meant to apply at all to these particular cases.

Mr. Commissioner Ayrton, in the Hull Bankruptcy Court, in giving judgment in a case the other day, said it was very difficult to punish fraudulent bankrupts. In fact, although the law was enacted to punish rogues, if it had been framed expressly to aid them, it could not have served them better than it did. A man must be a fool as well as a rogue to come within the operation of the penal clauses of the Act.—*Pall Mall Gazette*.

REVIEWS.

The Law relating to Trades Unions. By Sir WILLIAM ERLE, formerly Chief Justice in the Common Pleas. Macmillan & Co. 1869.

Sir William Erle gives us here in a separate form the memorandum which has already appeared appended to the report of the Trades Union Commissioners, of whom he was one. A clear understanding of the law as it is ought certainly, if it can be attained, to precede any attempt at reform; and Sir Wm. Erle deserves thanks for his exertions to secure this, whether we regard them as successful or not. Unfortunately, as we venture to think, he has, in writing of the law as it is, to use his own words, "aimed to assign some of the reasons for it, both with a view to show that the law is as stated, and also in order to foster loyalty, which increases with the opinion that there is reason for the law." The law may be in such a state as to require the reasons for it to be stated before the mind will accept the fact of its existence, but the danger is great that where this is the case the reasons for its existence will be taken to be conclusive reasons for its continuance, and that a statement of the law as it is, "with only rarely an opinion of what it ought to be," will become simply an advocacy of the views of the writer. This has, to a certain extent, been the result in the pamphlet before us, and Sir Wm. Erle has got, in too many cases, on controversional ground, and the authority of his book as a statement of the law must be greatly weakened. There is, however, a graver defect in this memorandum, and one that those who recollect the judgment of the Chief Justice of the Common Pleas, in which clearly-conceived ideas were expressed in terse and appropriate language, will not be prepared for. The language used is in many cases vague in the extreme, and the effort required to follow the train of thought becomes at times painful. We cannot call on the author to define such terms as "restraint of trade," "free course of trade," "unlawful coercion" or "molestation;" but we may expect that where, if not definition, at least description is attempted, one word of wide meaning should not be interpreted by another as vague. We have so recently discussed the report of the Commission that we will not again enter upon the subject of whether the author is right in his conclusion as to the state of the law, or is justified in the reasoning by which he supports it; but there is one point in which the book illustrates in a forcible way both the strength and weakness of the English law—that which gives it adaptability while it takes from it certainty—the fact we mean that so much of our law is judge-made. The principal illustration of this will be found in the remarks on the case of *R.* v. *Cleasby* at p. 9. In that case Lord Ellenborough held that engrossing all the oil of a whaling season was no offence at common law *in the then state of society*, and the principle then established was borne out by statutes passed at a subsequent date, which repealed the common law as to engrossing. The roots and growth of the common law, or in other words, its progressive nature, form a subject to which Sir Wm. Erle devotes several pages, from which we should almost gather that he thought this capacity for expansion would meet the requirements of the special case he is considering, and that the rule *cessante ratione cessat lex* would apply to the interpretation of all cases within the laws against combination or restraint of trade.

In spite of the drawbacks we have pointed out, this memorandum, dealing as it does with the common and statute law, and touching incidentally on various topics of interest, among others, professional fees, will, if it does not satisfy, well repay perusal. We may also add that the volume is got up with extreme neatness in the matter of paper and printing.

Every Lawyer's Own Book: a Handy Volume on the General Principles and Points of Practice of the Courts of Law and Equity. With many concise and useful modern forms and precedents. By a BARRISTER. Seventh edition; with Notes and References. London: Lockwood and Co.

The original object of this work, as we learn from the introduction, was "to enable non-professional inquirers to obtain information, by ready reference, upon points of law of every-day occurrence; and to enable such persons to dispense, as far as might be, with professional advice." The sale of six editions has induced the author "to undertake the task of noting and verifying the authorities in support of the principles and points of practice it contains, with the view of offering a special issue of this edition to the profession; feeling confident that any and every practitioner of the law will find the work very useful as a ready and reliable reference on the various legal subjects of which it treats."

The two objects which this gentleman thus endeavours to combine are essentially incompatible. A book may be a very good handy-book, or it may be a very good lawyer's text or practice book, but it cannot be both. Any attempt to combine the two will most probably result in the production of something which will advantage neither class. The handy-book will be too meagre for the lawyer, or what will be copious enough for the lawyer will merely mystify the layman. Turning from this *a priori* objection to the execution of the work before us, we find that though nominally addressed to the lawyers, its style and execution are decidedly those of a handy-book for non-professional readers; with this addition, that it is furnished with a number of references to decided cases. These are not numerous or systematic enough to be of much use to the lawyer, and to the layman we, in company with Lord St. Leonards, regard such references as worse than useless. A very large quantity of subject matter is crammed into the volume, but the compression is managed in such a manner that the result is not satisfactory. In some places the work is copious to diffuseness, in others so meagre as to be scarcely intelligible.

At page 120 we find what is apparently intended as a definition of an estate in fee simple, coupled with an intimation that there is no such thing in this realm as an allodial tenure of land. It is very proper that both should be shortly explained to the lay reader, but how much mental enlightenment can he derive from such a sentence as the following? "A fee simple is the largest estate any one can have in real property in this country. A man is said to have the fee simple of the estate when he is, as it were, absolute owner; but in the eyes of the law there is really no such thing as absolute ownership in real estate." Omitting the fact that the word "estate" here is used both in its popular and its legal sense (a very bad fault in a handy-book, and one which the merest tyro would scarcely commit), this sentence reminds one more of a passage from the Comic Blackstone than a serious attempt at instruction.

A few pages back we find the following attempt to sum, in seven lines, the law as to heir-looms:—"These are personal chattels which go by special custom to the heir-at-law of the real estate. Sometimes family portraits are heir-looms, and when so, the person entitled to the personal estate cannot claim them: they descend to the heir-at-law or person entitled to the real estate. Heir-looms vest absolutely in the first tenant in tail upon his birth, unless expressly forbidden by will." It is impossible to sum up in seven lines the main incidents of law as to heir-looms, distinguishing properly between heir-looms by special custom and that which is usually referred to in the reports as "heir-looms," the limitations of chattels to follow so far as possible the devolutions of real property. But the above is not a happy attempt at the impossibility.

Turning to the Law of Joint-stock Companies we obtain no better satisfaction. The three requisites to constitute a binding contract to take shares are stated in the words of Vice-Chancellor Wood, in the *Saloon Steam Company's case*, and the statement is left, without comment, in such a manner that the inexperienced reader would probably conclude the communication of the allotment to be in no case binding on the applicant, unless followed by his acquiescence. The topic of Repudiation of Shares is one on which the author might, by a little pains, have compressed the main principles of law into a few pithy sentences. He has done nothing of the kind, and, with a good deal that is ill-digested, has entirely omitted to point out that a purchaser of shares in the market has no chance of repudiating for misrepresentation, and has said nothing about Variations as to the *objects* of the company.

We have selected the above unhappy portions of this book purely at random; but after finding such passages, it is unnecessary to search further before pronouncing our verdict.

If the former editions were prepared in the same manner as the present, it is surprising that so many should have been called for. The number of editions, however, is not always a test of merit, as Macaulay found when he took up Montgomery's poems. If we consulted the pecuniary interest of the lawyers we should advise every layman to pur-

chase and study the work, but our duty as reviewers compels us to pronounce it more calculated to confuse and mislead than to inform.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Winslow.)

Re Baruch, Exparte Scott.

Bankruptcy Act, 1861, *s.* 223.

Charles Scott applied for an order that he might be paid the costs incurred by him in an attempt to prosecute the bankrupt, the Court having directed the prosecution. Steps had been taken to apprehend the bankrupt, but the proceedings having come to his knowledge he left the country.

May 7.—His Honour now gave judgment:—The simple question was whether the Court could order the costs to be daid out of the chief registrar's fund. It could not be the intention of the Legislature in the case of an insolvent estate to throw such expenses on the assignee personally, and that perhaps an official assignee having no personal interest in the matter. The meaning of the 223rd section was not at all clear, but the words seemed large enough to embrace the expenses incurred by the prosecutor in the present case. The costs would, therefore, be taxed and allowed out of the chief registrar's account.

(Before Mr. Commissioner Holroyd.)

May 11.—*Re Joseph Best.*

The bankrupt was a solicitor, who had practised for eight or ten years in South-street, Liverpool. His debts were about £1,200. He was detained in custody at the suit of Messrs. Doyle and Edwards, of Verulam-buildings, Gray's-inn, his London agents, who are creditors for £300. He was described on his own petition as of Burton-crescent, previously of Southampton, Birkenhead, and Liverpool.

Mr. Peckham, in supporting the application for release, stated that the only assets were book debts, and it was important that the bankrupt should be at liberty in order to realise them. The bankrupt said that the debts due to him exceeded the amount of his liabilities.

Mr. Edwards opposed the application.

His Honour declined to grant the release until after the choice of assignees.

Re F. D. Rigby.

The bankrupt was a solicitor in Basinghall-street, formerly of Coleman-street, Rye-lane, Peckham, and elsewhere. He ascribed his failure to want of capital and pressure of creditors. Debts £1,427. A lady opposed on behalf of her husband, the landlord of the bankrupt's chambers.

It appearing that the opposition applied to the bankrupt's application for his final discharge,

His Honour granted the release.

APPOINTMENTS.

Mr. Henry Wyndham West, Q.C., Recorder of Manchester, has been appointed Senior Judge of the Court of Record for the Hundred of Salford, under the Act of 1868, the High Steward being the Earl of Sefton. Mr. West is the eldest son of Martin John West, Esq., late Recorder of Lynn, and Commissioner of Bankrupts for the Leeds district, by the Lady Maria, daughter of the second Earl of Orford. He was born in November, 1823, and was educated at Eton and at Christ Church, Oxford, where he graduated B.A. in 1844. In May, 1848, he was called to the Bar at the Inner Temple, and is a member of the Northern Circuit. He was Recorder of Scarborough from 1858 till May, 1865, when he was appointed Recorder of Manchester, and has been Attorney-General for the Duchy of Lancaster since 1861. He was created a Queen's Counsel in February, 1868, when he resigned the office of Junior Counsel to the Admiralty, which he had held for several years previously. Mr. West unsuccessfully contested Ipswich in July, 1865, but was returned for that borough at the last general election in November, 1868.

Mr. Charles Edward Challinor, solicitor, of Hanley, Staffordshire, has been appointed by W. Spooner, Esq., Judge of the Staffordshire County Courts, to be Registrar of the Hanley County Court, in succession to his father, Mr. E. Challinor, deceased. Mr. C. E. Challinor had been acting as registrar during the last illness of his father.

Mr. Edward Wells Hazel, solicitor, of Oxford, has been appointed a Proctor in the Chancellor's Court of the University of Oxford. Mr. Hazel was certificated as an attorney in Trinity Term, 1840.

Mr. Henry Watson Parker, of St. Michael's-alley, Cornhill, has been appointed a London Commissioner for administering oaths in Common Law, and a perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the city of London, also in and for the county of Middlesex, and the city and liberties of Westminster.

Mr. John Charles Warnes, solicitor, of Eye, Suffolk, has been appointed a Commissioner for administering oaths in Chancery in England; and a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the counties of Norfolk and Suffolk. Mr. Warnes' certificate as a solicitor dates from Easter Term, 1859.

Mr. Henry French, solicitor, of Cambridge, has been elected Clerk of the Peace for that borough, in succession to Mr. William Cockerell, barrister-at-law, who has resigned the office. Mr. French, who was certificated in Easter Term, 1857, was a member of the local firm of Whitehead & French; and on his election to the Clerkship of the Peace he tendered his resignation as a member of the Town Council of Cambridge.

Mr. Edward Drew, solicitor, and Town Clerk of Deal, in Kent, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds executed by married women. Mr. Drew took out his attorney's certificate in Easter Term, 1851, and besides the Town Clerkship he holds the office of Clerk of the Peace for the borough, and is likewise a Commissioner for taking affidavits.

Mr. George Turner, solicitor, of Bideford, Devonshire, has been appointed Manager of the Savings' Bank of that town. Mr. Turner has been in practice as a solicitor since Trinity Term, 1852.

*** The Mr. Grundy recently appointed by the Lord Chancellor of Ireland a Commissioner Extraordinary for taking affidavits at Manchester for the Irish Court of Chancery was not, as stated in our last issue, Mr. Edmund Atkinson Grundy, but Mr. Thomas Grundy (Grundy & Coulson, 5, St. James-square, Manchester). Mr. Thomas Grundy was admitted in Easter Term, 1860, and is a Perpetual Commissioner for Lancashire and Cheshire, Commissioner to administer oaths in Chancery in England and in the Chancery of the County Palatine of Lancaster, also a Commissioner for taking affidavits in all the Superior Courts of Law and the Common Pleas at Lancaster, and Clerk to the Magistrates at Lymm, Cheshire.

GENERAL CORRESPONDENCE.

The "Law List."

In reply to Mr. Dalbiac's letter inserted in our issue of the 1st ult., we subjoin a few corrections, principally with regard to the Bar and Bench of India and the Colonies. There seems, indeed, no fixed principle with regard to the retention or exclusion of judges from the List of Counsel. Thus we find the names of Sir Charles Sargent and Sir Joseph Arnould, the Puisne Judges of Bombay, as well as "Richard Couch, Chief Justice" of that Presidency, who, though knighted in 1866, still appears without his title in the *Law List*; but there is no record of Sir Barnes Peacock, Chief Justice of the High Court of Calcutta, nor of Sir Charles Jackson, late Puisne Judge of the same court, nor of Sir C. H. Scotland or Sir A. Bittleston, the Judges of the Madras Bench. Why these latter should be omitted, while the former appear, we are at a loss to understand. Then Sir Walter Morgan, Chief Justice of the High Court at Agra, still appears in the *Law List* merely as "Morgan, Walter," without any indication of his office or title. Sir George Arney, Chief Justice of New Zealand, is merely "Arney, Hon. George A.," in the *Law List*. Several lawyer-baronets are also given without their titles. Thus Sir Henry Pottinger is merely "Pottinger, Henry," and Sir J. L. Robinson, of Toronto, Canada, son of the late Sir John

Beverley Robinson, C.B., Chief Justice of Lower Canada, (who died in 1863), is simply "Robinson, James Lukin." Sir William Hackett, Judge of Penang, has neither title nor office attached to his name. Mr. E. B. Eastwick, still appears in the *Law List* as "Secretary to H. M. Legation at the Court of Persia," the fact being that he resigned that office in 1863; he has also been gazetted a C.B., of which no note has been taken by the compilers. Mr. C. F. Rothery, according to the *Law List*, is a "conveyancer and equity draughtsman," that gentleman being, instead, Assistant Judge of the Bahamas, which office he has held for several years past. Taken casually, the following gentlemen's names are given without their offices:—Ball, H. J., Judge of Summary Jurisdiction Court, Hong Kong; Lane, James, Legal Vice-Consul at Alexandria; Keate, R. W., Governor of Natal; J. Hennessy, J.P., Governor of Labuan; Cunningham, H. S., Law Adviser to the Punjab Government, India; Stokes, Whitley, Secretary to the Legislative Department of the Government of India; Okey, C. H., Puisne Judge of Antigua; Needham, J., Judge of British Columbia; Fitzpatrick, J. C., Second Puisne Judge, Cape Colony; Dwyer, Edward, Third Puisne Judge at the Cape; Hornby, Sir E. G., Judge of the Supreme Consular Court of China and Japan; MacDonnell, Sir R. G., Governor of Hong Kong, &c., &c. Sir R. B. Clarke, Chief Justice of Barbadoes, who was called to the bar at the Inner Temple in 1827, does not appear; neither does Darrell, J. H., Chief Justice of Bermuda, a member of Lincoln's-inn. Three retired Judges of Bombay have entirely disappeared from the *List*, namely, Sir John Awdry, Sir Erskine Perry, and Sir William Yardley. While Sir Lawrence Peel's name appears in its proper place, that of his colleague in the Judicial Committee of the Privy Council, Sir James W. Colvile, who was called to the bar by the Inner Temple in 1835, is not given.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 7.—The *Reformatory Schools Amendment Bill*, the *Industrial Schools (Great Britain) Amendment Bill*, and the *Contagious Diseases Act* (1866) *Amendment Bill*, were withdrawn.

The *Religious, Educational, &c., Societies Incorporation Bill*.—Second reading.

Lord Romilly said the measure was a very small but useful one. Great inconvenience and expense were caused by the necessity of having the property of a charity vested in all the trustees, and of reconveying it to new trustees, as also by the execution of leases by absent trustees. The bill would enable charities to become corporations by application to and with the sanction of the Charity Commissioners. They would then be able to grant leases under their common seal, their affairs being otherwise carried on exactly as at present.

The Lord Chancellor concurred in the object of the bill—viz., the relieving charities from the necessity, upon every new appointment of trustees, of having new conveyances and deeds, there being a difficulty sometimes in ascertaining who the proper trustees were. He thought, however, that the clause referring to land did not sufficiently guard the law of mortmain, the provisions of which ought not to be infringed, and he believed it would be more expedient to adopt only that part of the bill which enabled trustees to be incorporated.

Lord Cairns said that, so far from regarding the bill in its present shape as a small one, it seemed to him one of the most gigantic ever brought before the House. It would sweep away the law of mortmain, and would enable every reading society, book or blanket club, or collection of persons assembled for any purpose which could be described as pertaining to literature, science, art, or religion, to obtain a certificate of incorporation and use a common seal. There were no provisions enabling these bodies to be sued or giving execution against their property or any of their members. The power of incorporation was a high prerogative, which ought not to be lightly transferred or exercised, and he hoped the noble and learned lord, before the bill was committed, would frame amendments entirely altering its character, for he was sure that in its present shape their lordships would not pass it.

Lord Romilly would endeavour to frame amendments before the bill went into committee, and would submit them to the bodies interested, with the view of ascertaining how the object in view could be best carried out.

The bill was then read a second time.

May 10.—*The Wiltes Peerage case*.—On the motion that the report of the Committee of Privileges on this case be received, the Duke of Cleveland proposed an amendment that the petition of the claimant to the dignity of Earl of Wiltes be referred back to the Committee of Privileges, in order that the same may be reheard on the ground that it contravened the decision given in the Devon case in 1831, and that several peers who heard the arguments had not concurred in the judgment.

The Lord Chancellor remarked that the circumstances of the case were very peculiar. (His Lordship recapitulated the main incidents of the case.) Not having heard the argument, he did not intend to pronounce any opinion on the judgment of the Committee, but would simply remark on the grounds on which the reception of the report was opposed. The House were called upon to rehear the case, not simply on the ground that the judgment differed from that given in the Earl of Devon's case, for that case stood in a different position, but on the ground that certain peers who heard the case were prevented by death or otherwise from concurring in the judgment. Now, he understood that the late Lord Wensleydale did not hear any part of the argument, and that Lord Westbury heard only just the commencement of it. Lord Cranworth, who heard the argument, was deceased. Three peers were still living out of the four who heard the argument, and they concurred in the judgment, while there was no reason to suppose that Lord Cranworth would have taken a different view. Under these circumstances it would be taking a very unusual and very inconvenient course to rehear the case.

Lord Houghton did not think a rehearing would be required if the claim of the petitioner was the only matter which was affected, but the fact was that the judgment seriously affected a noble earl, whose claim was founded upon the same grounds, and whose collateral descendants, in case of the failure of the direct line, would thereby be prevented from attaining that dignity which they would otherwise be able to claim.

The report was received without a division.

May 11.—The *Lodgers' Property Protection Bill* and the *Aggravated Assaults Bill*, by the Marquis Townshend, were withdrawn.

The Sea Birds' Preservation Bill was read a third time and passed.

Inquiries into Accidental Deaths in Scotland.—Lord Kinnaird drew attention to the absence of any satisfactory machinery.

HOUSE OF COMMONS.

May 7.—The *Irish Church Bill*.—Committee.—Clause 58 received an amendment, by Mr. Gladstone, intended to protect the interests of those clergymen who might be desirous of accepting appointments between the passing of the bill and the 1st of January, 1871. Clause 59 (disposal of surplus) amendments, by Mr. Pim (to apply the surplus taken from the Established Church, in the first place towards providing glebes and glebe-houses for the religious bodies in Ireland), by Sir F. Heygate (to leave out all after "infirmaries," substituting "lunatic asylums for poor persons of weak intellect, in exoneration of grand jury cess"), and several minor amendments, were withdrawn, and the clause was agreed to. Clause 60 was agreed to. Clause 61 (saving rights of proprietary chapels and chapels of ease) was agreed to. Clause 62 (saving clause for the untouched portion of the Act of Union) received, from Mr. Gladstone, the additional words "except as expressly herein-before enacted." Clause 63 (interpretation clause) was agreed to, "jurisdiction" having, at the instance of Sir Roundell Palmer, been defined as follows:—"'Jurisdiction' shall mean legal and coercive jurisdiction, and shall not extend to or include any power or authority which may be exercised in a voluntary religious association, upon the footing of mutual contract or agreement."

Postponed Clauses.—Clause 3 (appointment of commissioners)—Viscount Monck, the Right Hon. James Anthony Lawson (one of the justices of the Court of Common Pleas in Ireland) and Mr. George Alexander Hamilton were appointed, and the clause, as so amended, was agreed to. Mr. Gladstone said that with regard to Mr. Justice Lawson, the same arrangements would be made as in the case of Mr.

Baron Richards when he was appointed to preside over the Encumbered Estates Court. Clause 4 (quorum of commissioners) and Clause 5 (appointment of officers) were agreed to; Clause 6 (salaries and expenses)—Mr. Gladstone moved that the blank in the clause be filled up by the insertion of the words "not exceeding £2,000." The clause as amended was agreed to. Clause 7 (powers of commissioners), clause 8 (forms of application and general rules), clause 9 (duration of office and restriction on sitting in Parliament) were agreed to. On the motion of Mr. Gladstone a new clause (accounts of capital and revenues) was added to the bill in place of clause 35, which had been negatived.

The following new financial clauses were also added to the bill, after clause 56, on the motion of Mr. Gladstone:—1. (Commissioners to raise money for the purposes of the Act); 2. (Power for Treasury to advance money to commissioners); 3. (Power for Treasury to guarantee advance to commissioners); 4. (Form of security and guarantee); 5. (Guarantee to be based on Consolidated Fund); and 6 (Repayment to Consolidated Fund).

A clause by Mr. Kirk to give compensation to licentiates of the Presbyterian Church was negatived without a division.

Mr. Dease proposed a clause to provide for the incorporation by charter of the representative body of the Presbyterian Church.

The Attorney-General for Ireland said that the point was an important one, but if what the hon. gentleman proposed was to be done it might be done by subsequent legislation, and not by this bill.

The clause was withdrawn.

Mr. M'Clure moved a clause to provide for the discharge of debts contracted by non-conforming congregations in the erection of churches and meeting-houses.

Mr. Gladstone said the Government had not overlooked this subject. This year the Chief Secretary for Ireland would introduce a bill which, by advantageous terms of loan, would lighten very greatly the burden on the Presbyterian and Roman Catholic bodies in respect of debts contracted for the erection of those buildings.

The clause was then negatived.

In answer to Mr. Hermon, Mr. Gladstone said that there would be no limit to the amount which the Treasury might lend to the Commissioners.

The bill then passed through Committee.

Pauperism and Vagrancy in England.—Mr. Corrance called attention to this subject, and moved for a committee of inquiry. The motion was afterwards withdrawn.

The *Courts of Justice (New Site) Bill.*—Mr. Layard moved for leave to bring in this bill:—It was only within the last two or three years that the advantages offered by the Thames Embankment had been appreciated. The Carey-street Site had been agreed on conditionally on site and building together not costing more than £1,500,000 (£750,000 for each). The site had already cost £880,991 7s. 5d., and now extra land and the building were to cost £3,200,900, besides approaches which were absolutely necessary. No such enormous expenditure could be sanctioned. Another scheme must be found. Mr. Tite's scheme of building the courts on the Carey-street Site and the offices on the Embankment would cost £2,700,000. He objected to that scheme because of the expense, because he was satisfied that more offices were proposed to be transferred to the Thames Embankment than was necessary, and because he thought that the separation of the strictly law offices from the Law Courts would be attended with great inconvenience. Similarly as to the proposition to build the Law Courts on the Thames Embankment and the law offices on the Carey-street Site. The plan of Sir C. Trevelyan was no doubt an attractive and comprehensive plan, but some of his views were considered by some persons as rather visionary, and had rather interfered with that plan. He alluded to the suggestion that Somerset-house might have another story, and might become another Lincoln's-inn, and the suggestions that Sir Charles made in respect of the Carey-street Site. These, however, formed no part of Sir C. Trevelyan's scheme; but he thought the great objection to that scheme was that in order to obtain the site between the Strand and the Embankment and King's College and the Temple, and to erect suitable buildings on that site, a sum of £3,250,000 would be required; but he believed even that site would be cheaper than the Carey-street Site, because you had all the approaches to it except on the north. The Lord Chief Baron had written him a letter, saying that he had not had time to bring the matter formally under the consideration of the judges, but all of them with whom he had spoken, except one agreed with him in thinking that for the bar, the solicitors, suitors, and the public the Thames Embankment was the best site. The Inner Temple and the Middle Temple had sent in memorials in favour of that site; and the fact that Lincoln's-inn had not memorialized against it showed that there was a difference of opinion on the subject among the members of that inn. No doubt a number of solicitors opposed the Embankment Site; but a large number were in favour of it in the east, the west, and the south of London, as well as in the country. The area bounded by the Strand and the Embankment on the north and south, and by the Temple and King's College on the east and west, was too large a one on which to erect the Law Courts and the offices in connexion therewith. The Law Institution had proposed the erecting on the Carey-street Site law courts such as those which the Government was about to propose to erect on the Thames Embankment, but the Government plan was still cheaper. The land at Carey-street had already cost about £900,000. The buildings would cost £1,000,000, and the approaches would cost £500,000, or he believed nearer a million. The Howard-street Site was six acres, and was most convenient. An expensive frontage to the Strand would be avoided. Almost the whole of the property belonged to one proprietor, the Duke of Norfolk. The position was one of the most commanding on the Thames, and very little below the level of the Strand. On this site the eighteen courts and all the necessary offices could be erected. Mr. Street approved it. In adapting his plan to the new site Mr. Street had acted upon a much better plan than the old one. The buildings would not project eighty feet beyond Somerset House, but would be continued in a line with Somerset House and the Terrace. The only part where there would be a projection was at the extreme east corner, where there was a piece of unreclaimed land belonging to the Board of Works, on which it was proposed to build a station. This site afforded at once every necessary approach, and that without any expense to the public. The only approach that would be necessary was an approach from the north, and that approach they would have to provide, whichever site they might select. But here they had the Embankment, accessible as it would be by road, river, and rail, and when the circular line was completed country solicitors would be able to get to the courts without even having to cross a single street. A road in connexion with Somerset-house already existed, and this could be adapted to the use of the judges, who would be placed on a level with the courts, and by Norfolk-street they could also reach the Courts with equal ease; whereas on one side of the Carey-street Site they would have to ascend forty feet, and from the Strand seventy or eighty, while the public would have to ascend a hundred. There was another advantage in having the courts and offices separated—that both would admit of extension, if necessary, towards the north. The estimates had been prepared by Mr. Hunt, the adviser to the Board of Works, whose estimates were rarely if ever exceeded, and who had set down the value of land at £600,000. The cost of the building would, at the outside, be £1,000,000. Not a stone should be laid or a bit of earth turned until contracts for the performance of the work within the estimated amount had been entered into. The materials they required might be brought by water, and might be carried over the Embankment without interfering with the traffic. Again, when they had a building which, owing to its position, could only be seen in parcel and detail, they were obliged to resort very largely to ornamentation, and it was in this way that large sums of money were spent. When, however, they had a large frontage they were able to avoid this expenditure, and secure as elegant an appearance by the judicious distribution of masses. Another motive for economy would arise from the fact that the temptation to enlarge would be taken away, owing to the site being too contracted. He had had offers from parties of the highest respectability, who were willing to purchase the site at the price paid for it by the Government—he did not, of course, include the law expenses. He was advised not to be hasty in closing with any offer that might be made. Of course, they must take care not to put the whole of the land into the market at once, but if it were re-sold prudently the Government

would not only be able to recoup themselves, but, perhaps, do something more. As to the loss of time which would thereby be occasioned,—Under no circumstances could you commence building on the Carey-street Site within a year; because if you had to acquire additional land you must give the necessary notices, and, even if this fresh acquisition of land were given up, still no working drawings or elevations had been made. The plan at present in existence was a mere sketch plan, and he was informed on authority that a year must elapse before working drawings could be made so that contracts might be entered into and the building commenced. Now, on the Embankment Site he proposed to proceed at once as if notices had been given. The course was an irregular one, and, in order to carry the bill, it would be necessary to ask the House to suspend its standing orders. But the Government proposed to proceed as if notices had been given in November last, to give the notices to treat immediately after the passing of the Act, and limit themselves to the 30th of June, 1870, for putting the compulsory power into execution. The bill would be referred to the examiners, who would of course report that the standing orders had not been complied with. It would then be for the Standing Orders' Committee to decide whether this was an exceptional case in which the House might be advised to suspend its standing orders. A great deal of criticism had been bestowed upon the Chancellor of Exchequer for adopting a design by Inigo Jones. Now, his right hon. friend had not pledged himself to that idea, and, as he believed, had no wish to insist upon it. Evidently, the plan of Inigo Jones had been prepared for an entirely different purpose. It was a design for a palace, and would not be suitable for courts of law. Nor would it be quite desirable to have a long Palladian building running continuously with Somerset-house, for the effect of that would be monotonous. His own impression was that we ought to adopt a style that was thoroughly English in its character, and he believed that none was more suitable than the Gothic. (Hear, hear.) A great mistake had been made in adopting Ecclesiastical Gothic for secular purposes. The best Gothic would be that employed by the Italians in their public buildings, as in Venice, where the great Ducal Palace and the long line of Palladian Gothic buildings presented a very fine effect; and in the town-hall of Vicenza and elsewhere.

Sir Roundell Palmer would not ask the House to refuse the Government leave to introduce this bill, but would take the sense of the House upon it when it comes on for second reading. He thought that no worse scheme was ever proposed, or one more calculated to interfere with and mar a most useful project of reform. The Commission never committed the Government nor this House to the expenditure of a single farthing, or to the purchase of a single acre of land beyond that which by law they were empowered to do. On the Carey-street Site there were seven and a-half acres, which would give, with the extra acre and a-half, a good broad street east and west, leaving no inconsiderable part of surplus land available for extra purposes. It was totally incorrect to say that the Carey-street Site need cost £3,000,000. That was on the supposition that the Government chose to buy the six additional acres of land, and that that which they need not spend in building on one site they need not spend on another. It had been said that the site cost more than the estimate; the estimate being £750,000, and the actual cost being £880,000. But who made the estimate? Why the very person who has made the estimate of the value of the land on the Howard-street Site. There might be a margin in the one case as well as in the other. The Chancellor of the Exchequer had stated that an account had been sent in from the firm of Field & Roscoe for £27,832 in the shape of a bill of costs. The House was not informed that that amount comprised an actual payment out of pocket of £23,881, and that the costs of these gentlemen as distinguished from the payments made by them out of pocket were, for conducting the whole of this very large business for over a period of three years and a half, only £3,951. The right hon. gentleman, moreover, did not state that of the sum which the firm were out of pocket £8,925 was for expenses of surveyors other than those employed by Mr. Pownall, and that a large sum was paid for arbitrators, juries, counsels' fees, and disbursements of other descriptions. He did not think his right hon. friend would find that he could avoid having a similar bill to pay over again. It was admitted that there must be made approaches from the north; but in the Carey-street Site the northern approaches were alone necessary. It was very well to talk about approaches east and west which will be great metropolitan improvements, but if they were to be made simply as great metropolitan improvements they were not necessary for this scheme. If you take the Carey-street Site you must make a good approach from the Turnstile in Holborn; but that, and much more than that, will be necessary under the new scheme, because you must also have a good approach through the Carey-street Site. Then the Strand would have to be widened. And even after that had been done everybody who looked at the plan would see how much more convenient the central would be for those engaged in the business of the law than this site, so much further to the south. Six minutes there and six minutes back would be occupied by any gentleman carrying on business in Lincoln's-inn, and this was just time enough to make him run such serious risk that he would rather dance attendance all day in the new courts. This would be a real inconvenience to the profession, or, in other words, to the persons whose business the lawyers transact. Then how were the barristers on the north of the Strand to come backwards and forwards? Could any one conceive anything more utterly inconvenient? Something had been said about the blocking of the Strand which would be necessary while the Carey-street buildings were going on, but there would be double blocking if the Carey-street Site were sold to jobbers. As to the architectural effect, the courts, if placed down in a hole by Howard-street, would be no decoration to the metropolis at all, whereas Carey-street was really a magnificent site. There would be at least as great a probability of increased expenditure under the new scheme as there ever was under the old one, and what occurred in good faith and with a view to the public interests in that case was just as likely to occur in any other, and was most certain on this scheme which had not one advantageous feature, that had less convenience, less architectural beauty, that blocked up the Strand more than it was blocked up before, that wasted time, that wasted money, that gave no guarantee whatever for getting what you want in the way you want it, and at the time you want it. The hon. member concluded:—I think. we may judge of the other arguments of my right hon friend by what he said of the opinions of the solicitors and barristers. With regard to the judges, I know for certain they are not unanimous in favour of the Embankment Site. I have not presumed to canvass them; and we know from what my right hon. friend has said, that the judges of the Court of Exchequer, over which Chief Baron Kelly presides, are in favour of the Embankment Site. It is said the Temple are in favour of it; that is to say, some bodies in the Temple are; but I know a great many in the Temple who are against it, because I presented a petition numerously signed by Templars and others, against it; and if the societies are in favour of it, it is not difficult to understand why, seeing that the adoption of that site would increase the value of their property. I believe there is in substance no difference of opinion in Lincoln's-inn on the subject, although of course you may find an eccentric man here and there; the universal opinion is, the adoption of the Embankment Site will greatly prejudice all who have business to transact. The members do not petition, because they do not make a corporate business of that which is not for the personal interests of the Inn; that would have been better promoted by keeping things as they are. With regard to the solicitors, I should like to know on what ground my right hon. friend speaks of them as he does. The two organized bodies representing the metropolitan and provincial solicitors are against it, and they tell me that the whole profession is as unanimously against it as it is possible for any such body to be. Most assuredly nothing which I can possibly do shall be wanting to defeat this measure.

Mr. Lowe said the expenditure as he found it was too great. He only wanted to save the money. He still thought that the commissioners, having appointed Mr. Field their secretary, should not have appointed his firm their solicitors.

Lord John Manners objected to the Government becoming land jobbers in connection with the Carey-street scheme. The Embankment foundations must cost more than the Carey-street ones. It was clear that the Carey-street Site, since it was now in the possession of the country, would be the cheapest.

Mr. Goldney observed that the original object in view

in erecting new Courts of Justice was the bringing together of all the courts in the neighbourhood of those who practised in them.

Mr. Tite intended to reserve his opinion on the new proposal until he had seen the plans, but remarked that the Commissioners had brought all these counter proposals upon themselves. But now that it had been resolved to reduce the buildings to moderate dimensions, and the expenditure consequently to a moderate sum, it did not appear to him to be necessary to spend more on the Carey-street Site than on the Embankment. To this extent at least the public had gained by the discussion which had been raised.

The bill was read a first time.

May 11.—*Removal of Mayors.*—In reply to Mr. Eastwick, Mr. Bruce said, as at present advised, it was not the intention of the Government to propose any bill to enable Courts of Judicature to deal with mayors who may be guilty of conduct that shall bring the administration of the law into disrepute, or for facilitating the removal of mayors who may misconduct themselves, from office. The question required some consideration, and legislation upon it ought not to be attempted under the influence of passing events.

The *Bankruptcy Bill.*—In reply to Mr. Morley the Attorney-General said he hoped the Committee would be taken shortly after Whitsuntide.

Fire Insurance Policies.—In reply to Mr. H. B. Sheridan the Chancellor of the Exchequer said that those persons only who had renewed or effected fire insurance policies since the announcement of the Budget for periods extending beyond Midsummer, at which time the fire insurance duty is to cease, would not be entitled to rebate or draw back for the excess of duty so paid.

The *Mayor of Cork.*—On the order for the second reading of the *O'Sullivan Disability Bill*, and counsel and witnesses to attend, it was announced that Mr. O'Sullivan had resigned the mayoralty. The bill therefore dropped.

The *Succession Duty on Real Property.*—Mr. W. Fowler called attention to the state of the law as to the duty charged on the succession to real property, and as to the exemption from probate duty of certain descriptions of property—moving a resolution to the effect that, in the opinion of the House the law as to the succession to real estate, and as to the exemptions from certain charges which it enjoyed, was anomalous and unequal, and demanded the early and serious attention of the Government, with a view to its amendment. The motion was, after a debate, withdrawn.

County Financial Boards.—Mr. Knatchbull Hugessen introduced a bill.

Examination of Witnesses before the House of Commons.—Mr. M'Cullagh Torrens made a motion, ultimately agreed to in the following amended form—for a committee to "inquire into the expediency of adopting any further measure for the examination of witnesses upon oath by this House or by its committees."

Insolvent Debtors' Court, &c., Bill.—The Attorney-General obtained leave to bring in a bill to provide for the winding-up of the business of the late Court for the Relief of Insolvent Debtors in England, and to repeal enactments relating to bankruptcy and matters connected therewith.

The *Beerhouses, &c., Bill* passed through committee *pro formâ*.

The *Recorder's Deputies Bill* was read a third time and passed.

The *County Courts (Admiralty Jurisdiction) Bill* was withdrawn.

May 12.—The *Permissive Liquors Bill* was, on the second reading, thrown out by a majority of 193 to 87.

The *County Courts Bill.*—The second reading was moved by Mr. Norwood. The debate was ultimately adjourned.

County Courts (Admiralty Jurisdiction)—(No. 2)—A bill by Mr. Norwood to amend "The County Courts (Admiralty Jurisdiction) Act, 1868," and to give jurisdiction in certain maritime causes, was read the first time.

May 13.—The *Irish Church Bill* was considered on the report, amended in detail, and ordered to be reprinted. Mr. Gladstone proposed that the bill should be recommitted on May 28, so as to be read the third time on May 31.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

NEW YORK COURT OF APPEALS.

Starbird, Appellant, v. Barrons, Kirk, and Laird, Respondents. Measure of damage.

This is an appeal from a judgment of the General Term of the Supreme Court in the Seventh District affirming a judgment of the Special Term in the same district, denying a motion for a new trial after verdict for defendants at the circuit.

The case presented by the record is substantially as follows:—

On the 10th day of November, 1858, the plaintiff, who was owner and master of a canal-boat then lying at Rochester, entered into an agreement with the defendants, who were partners engaged in buying and shipping potatoes, by which agreement the plaintiff engaged to carry a boat-load of potatoes, five thousand bushels, and more if his boat would hold them, from Rochester to New York, during the then season of canal navigation. The defendants engaged to load the boat within three days. They were to get the boat off within three days without fail. There was a break in the canal, three or four miles east of Rochester, which it would take about two days to repair. The plaintiff wanted to get ahead of the crowd of boats, and so informed the defendants. The plaintiff was to have his boat at the defendants' warehouse, near the mouth of the feeder, east of the weigh-lock, between twelve and one o'clock on the day of the contract, and was to receive at New York thirteen cents per bushel freight, except 200 dols., which was to be advanced to him at Rochester, to pay tolls.

The plaintiff had his boat at the time and place appointed, but the defendants were eight days and over, instead of three, in getting the boat loaded.

The defendants did not furnish a full load within five hundred or six hundred bushels; and the plaintiff so informed the defendants the night before starting.

On the night of Thursday, the 18th of November, as soon as the load was on board, the plaintiff started with his boat, one of the defendants going with him. The only difficulty which the plaintiff at first encountered was the crowd of boats that got ahead of him, the breach in the canal having been repaired so that the boats began passing on the previous Saturday.

At Fultonville, some miles west of Schenectady, the boat encountered ice, and with great difficulty was pushed forward by the 8th of December, to Schenectady, where she was frozen in for the winter.

At Schenectady the defendants took charge of boat and cargo for the winter, under an alleged engagement that nothing should be done to injure the boat. The plaintiff claims that the boat was greatly injured while in the defendants, care at Schenectady, through their negligence.

The defendants at Schenectady took out 1,200 bushels of the potatoes and sent them to New York by railway, and directed the plaintiff to take the residue to New York in the spring, which he did, reaching New York April 16.

At New York the plaintiff was detained in unloading fifteen days, when he could have been unloaded, as was claimed, in twelve hours; the defendants taking off the load only as they sold it out. The usual time for unloading is three days.

The defendants paid freight, but refused to pay damages.

The plaintiff brought this action to recover damages for the failure of the defendants to furnish a full load for the boat; for the delay in loading; for the consequent failure of the plaintiff to get through to New York that season; for injury to the boat at Schenectady; and for unnecessary delay in unloading at New York.

On the trial, the Court excluded nearly all the evidence offered on the part of the plaintiff to show his damages, and the jury found a verdict for the defendants, upon which judgment was entered, which was affirmed at the General Term, from which judgment the plaintiff appeals to this Court.

BACON, J.—The ruling of the judge upon the trial, excluding the evidence offered on the part of the plaintiff, by which he proposed to show that he was not responsible for the potatoes being frozen was, it seems to me, manifestly erroneous. This offer was first made at circuit, and rejected and an exception taken, and was again repeated just at the close of the testimony, in the following

form: "The plaintiff then offered to show that the defendants took charge of the boat at Schenectady, and undertook to guard the cargo, and to show that the potatoes froze by their default, and the plaintiff was not responsible for their freezing; this proof to be used on the question of demurrage." This offer was objected to and rejected, and the plaintiff excepted.

That the pertinency of this proffered proof may be perceived, it is necessary to state that in the answer of the defendants they had set up a counter claim, among other matters, for the sum of 200 dols., "for loss on frozen and rotten potatoes;" on the trial one of the defendants was examined on this subject, and gave testimony, without objection, that the potatoes were frozen under the horse-stable in the boat, five feet thick and two feet deep at the top, and that it took a long time to pick out the frozen ones, &c.

The precise object for which this evidence was given was not stated, but it must have been offered in one of two aspects, or perhaps to subserve two purposes; to wit, either to create a counter claim to any damages the plaintiff may be supposed to have established, or to meet the claim for demurrage, by giving evidence tending to show that any delay occasioned by the time required to unload the boat was caused in good part, if not wholly, by the carelessness and negligence of the plaintiff in respect to the cargo.

If in either view it was material, as it seems to have been considered, then it clearly was the right of the plaintiff to offer this rebutting and explanatory evidence.

Although most of the testimony which was offered by the plaintiff to show his alleged damages was excluded by the judge, yet he was at liberty to claim, under the restricted rule of the Court, that for the space of five or six days he was detained at Rochester, before the loading of his boat was completed, he was entitled at least to the value of the use of the boat for that period, for the jury might find upon the evidence that it was owing to no fault of his that such delay occurred, but was solely chargeable to the defendants If so, this claim could only be successfully met and overcome by establishing on the part of the defendants some counter claim that would offset and extinguish it; and upon hardly any other theory than this can the verdict, which is general for the defendants, be accounted for. It was therefore not only pertinent, but very material, that the plaintiff should be allowed to give evidence which should meet and repel this counter claim, and show that, under the circumstances proposed to be established by the evidence, it had no valid existence.

Upon the question of demurrage, also, for which it was in the second instance specifically offered, it was, it seems to me, equally pertinent. The jury might well, upon the evidence as it stood, be justified in concluding that the condition of the cargo was such, that greater expedition than was made in discharging it was not possible, and could not in fairness be demanded of the defendants. And yet it was true that this state of things was brought about by the culpable default of the defendants themselves, and by a violation of their own prior undertaking to guard and secure the cargo against the occurrence of the very thing that caused the delay. The plaintiff was manifestly entitled to give this explanation, and thus meet and repel the claim to exemption founded on the defendants' evidence. Upon both grounds the testimony should have been admitted, and the exclusion was erroneous.

If I am right in this conclusion the judgment must be reversed, and a new trial granted, and in that event it may be expedient that the other question principally discussed upon the argument should be passed upon by this Court. Upon the trial, after the plaintiff had testified that, by the contract, the defendants were to load the plaintiff's boat in three days from the 10th November; that the necessity for this arose from the fact that, in consequence of a break in the canal, which it would take two days to repair, a crowd of boats was lying west of the defendants' warehouse, and therefore it was essential that the plaintiff should be loaded and be able to start in advance of this fleet, and thus gain time, which at that season was all-important; that this fact was explicitly stated to the defendants, as the reason why it was necessary to be thus expeditious, and that, by the contract, it was imperative upon the defendants to get the plaintiff loaded within the time specified; the plaintiff offered to show that, after Saturday, the 13th of November, and before he was ready to start, a crowd of boats had passed on east ahead of him. This was objected to by defendants' counsel, as being too remote and as not material, and was rejected, and the plaintiff excepted. The offer was again repeated, coupled with an offer to show the damages caused by the delay to the plaintiff, and again rejected; and finally the plaintiff offered to prove that went forward with all diligence; could get no further than Schenectady, in consequence of the ice, and that this was caused by the delay of the defendants at Rochester. This offer was objected to on the ground of immateriality, and the objection was sustained by the Court, and the plaintiff excepted.

In passing upon these objections, we have of course the right to assume the existence of the facts which had been testified to, and that the jury would have found in accordance with them; and therefore, that it was proved that the contract was absolute that the boat should be loaded in three days, and the defendants were informed of the precise state of things which made this necessary and imperative.

What, then, is the rule of damages applicable to such a case? Is it true, then, as the Court in the opinion given at Special Term assume, that, as the defendants had failed to perform on their part, the plaintiff was not only at liberty, but it was his duty, to refuse to undertake the performance of the contract on his part, and thus a right of action would exist, in which the only damages would be the difference between the ordinary rate of transportation of similar property and the rate agreed to be paid to the plaintiff, if the difference was in his favour, with the value of the use of the boat while held in readiness to receive a load within the three days provided for in the contract?

Beyond all doubt the plaintiff was at liberty, on the failure of the defendants to perform the engagement on which his depended, to rescind the contract, and claim at least such damages as are indicated in the opinion of the Court; but whether, under such a state of things, that would be the entire measure of damages may well be questioned. But I do not understand that a party is not at liberty, if he thinks he sees a fair prospect, or, indeed, but a reasonable hope that he may still perform, notwithstanding the default of the other party, to go on and complete his engagement and earn the compensation to which in that event he will be entitled; and if he ultimately fails, despite a strenuous effort to perform, to accomplish the result, that he cannot claim all the damages, and repair the losses he has suffered by the default of the other party. While a party thus situated is at liberty to rescind a contract, he is not obliged to do so, and especially is he under no obligation to do this when it is not probable that a rescission will afford him a remedy adequate to the damages he has sustained.

The principle which should govern such a case as this is nowhere more clearly stated than by Judge Denio in the case of *Cross* v. *Beard*, 26 N. Y. 88, and it is, in my judgment, the true rule applicable here. "In every contract," he says, "between parties, where the performance by one of them presupposes some act to be done by the other party prior thereto, or contemporaneously, the neglect or refusal to perform such act not only dispenses with the obligation which the other party was under to perform on his part, but where the circumstances are such that a rescision of the contract will not afford an adequate remedy to the party who was ready to perform, he is entitled to a recompense against the delinquent equal to the damages which such delinquency has caused him." Applying the principle here enunciated to this case, I think the plaintiff had clearly the right to give the excluded evidence.

It should be remembered that the period in question was very near the ordinary close of navigation; that it might very readily be assumed that if this contract had been abandoned, the plaintiff could have secured no other cargo; that he could have taken this to New York, as indeed the result in this case pretty clearly demonstrates; and the consequence, therefore, would have been that he would have lost his entire freight to New York. The rule then, I think, is that, while the plaintiff was at liberty to rescind the contract, he was not bound to do so on the default of the defendants, but that it was his right and privilege to go on, and undertake the performance as diligently and faithfully as was possible, and, thus doing, he was not limited to the rule of damages to which the Court, by its ruling on the trial, confined him, but was entitled to recover all the damages which, by the default of the defendants, he naturally and necessarily sustained.

That the special circumstances under which the contract in question was made have a bearing not only upon its

interpretation, but upon the rights of the parties under it, I think is very clear upon authority. Thus in *Hadley* v. *Baxendale*, 9 Exch. 354, 26 Eng. L. & Eq. 398, the rule is thus stated by Baron Alderson: "If the special circumstances under which the contract was made were communicated by the plaintiff to the defendant, and thus known to both parties, the damages resulting from the breach of such a contract, and which they would reasonably contemplate, would be the amount of injury which would ordinarily follow from a breach of contract under those special circumstances so known and communicated."

So, where goods are purchased for a particular market, and that known to both parties, the damages are governed by the price in that market (*Hargous* v. *Ablon*, 5 Hill, 472); and the general rule long recognized in the courts of this state, and applied in numerous cases, is that a party injured by the breach of a contract is entitled to recover all his damages, including gains prevented as well as losses sustained, provided they are certain, and such as might naturally be expected to follow the breach. (See *Griffin* v. *Colver*, 16 N.Y. 489.)

Let us suppose this case had been reversed, and the defendants had brought an action against the plaintiff, claiming damages for his failure to deliver the cargo in New York before the close of navigation in the fall of the year. Can there be a doubt that the plaintiff would have been entitled to show the fact that he was detained by the neglect and default of the defendants, and in violation of their agreement to load him in season to enable him to accomplish the voyage, and thus not only defeat the alleged claim of the defendants, but prove affirmatively the facts which entitle him to claim what he had lost by such default? And if so, the right to recover these damages, by a suit instituted directly, therefore seems to me equally clear.

It is within the principle established in *Stewart* v. *Ketelt*as 36 N. Y. 388, that hindrances by one party to a contract whereby the other is prevented from completing his part of the contract by the time stipulated, afford a legal excuse for non-performance within such period; and not only this, but as it seems to me, affords the party thus hindered the right to redress for any damages he may have suffered by reason of such hindrance, delay, or default. Thus, in the case cited, Stewart and Howell were not only not bound to abandon their contract on the failure of Keteltas to peform seasonably on his part, but were permitted to go on, and claimed and recovered their full compensation, although the work was not completed until long after the stipulated time. And the right to recover damages seems to me to stand upon the same substantial ground of principle.

The judgment should be reversed, and a new trial granted with costs to abide the event.

Reversed.—New York Daily Transcript.

OBITUARY.

SIR ARTHUR W. BULLER, M.P.

We have to announce the death of Sir Arthur William Buller, M.P. for Liskeard, who expired on the 30th of April, at Halfmoon-street, Piccadilly, London, in the 61st year of his age. Sir Arthur was the second son of the late Charles Buller, Esq., formerly of the Bengal Civil Service, and afterwards M.P. for West Looe, by Barbara, daughter of the late General Kirkpatrick; he was, therefore, brother to the late Right Hon. Charles Buller, Q.C., M.P., President of the Poor Law Board, and previously Judge Advocate-General, and nephew of the late Sir Anthony Buller, for many years a judge in India. Sir Arthur Buller was born at Calcutta in 1808, and was educated at Edinburgh, whence he proceeded to Trinity College, Cambridge, where he graduated B.A. in 1830, and M.A. in 1834. In the same year he was called to the Bar at Lincoln's-inn, and went the Western Circuit, with his brother, the well known and lamented Charles Buller, whose call to the Bar dated from 1831. In 1840 he was appointed Queen's Advocate in Ceylon, which position he retained till July, 1848, when he was made a judge of the Supreme Court at Calcutta, and knighted on that occasion; the other judges who were contemporary with him were Sir Lawrence Peel, chief justice, and Sir James W. Colvile, who was the junior puisne judge; the Advocate-General at Calcutta during the earlier period of his judgeship was Sir Charles Jackson, who has since occupied a similar position in the Calcutta Court, and has also retired. Sir Arthur Buller retired from the Indian Bench in 1858, and in the following year (August, 1859) was elected M.P. for Devonport, which he continued to represent till June, 1865, when he was returned for Liskeard, which was represented by his elder brother from 1832 till his death in 1849.

MR. EDWARD CHALLINOR.

The death of Mr. Edward Challinor, Town Clerk of Hanley, in Staffordshire, took place at his temporary residence, Oak Mount, Withington, near Manchester, on the 25th April, at the age of 52. He was the second son of the late Mr. William Challinor, of Derby, colour manufacturer, by Elizabeth, daughter of the late Mr. John Glass, of Hanley. Mr. Edward Challinor was born in Derby in the year 1817, and received his education at Blackburn, in Lancashire. He served his articles of clerkship with the late Mr. John Norris, of Manchester, and after his admission as an attorney, in Easter Term, 1839, he settled in Hanley, where he soon acquired an extensive practice. In 1855 Mr. Challinor was appointed by the late Mr. Temple, then judge, registrar of the Hanley, Burslem, and Tunstall County Courts, which office he held till the date of his death, his son (Mr. C. E. Challinor) having, at the commencement of his last illness, been appointed his deputy by Mr. Spooner, the present judge. Mr. Challinor was greatly instrumental in obtaining the charter of incorporation for Hanley, and when it was secured the office of town clerk was conferred on him; his son was also appointed deputy town clerk during his illness. When the Local Government Act was adopted at Hanley he was appointed clerk to the Local Board, and afterwards, on the adoption of the Burial Act, he received the clerkship of the Hanley Burial Board. He was also successful in his efforts to obtain a borough commission of the peace for Hanley. Besides the appointments we have mentioned, Mr. Challinor was for years solicitor to the Burslem Board of Health and to the Tunstall Board of Health; and when the clerkship of the Great Chell and Shelton Turnpike Trust became vacant, by the death of Mr. Hugh Brown, that office was likewise conferred on him. He was also solicitor (*inter alia*) to the North Staffordshire Licensed Victuallers' Association and the Potteries Street Railway Company, besides being joint solicitor (with Mr. M. F. Blakeston) to the Hanley Hotel Company. His funeral, which took place on April 30, was attended by most of the members of the Town Council and the borough officials. Prior to the commencement of business at the Hanley Police Court on the following Monday, Mr. J. E. Davis, stipendiary magistrate, publicly expressed his regret at hearing of the death of Mr. Challinor, and he desired Mr. Rose, his clerk, to convey to the bereaved family his condolence on the occasion.

MR. J. TOULMIN SMITH.

The death of Mr. Joshua Toulmin Smith, Barrister-at-Law, took place at Lancing, Sussex, on the 30th April, in the 53rd year of his age. Mr. Smith was drowned whilst bathing. He was the son of the late Mr. W. Hawkes Smith, of Birmingham, a zealous promoter of education in his native town. Mr. Toulmin Smith was educated principally at Hazelwood School, and was afterwards articled with Messrs. Corrie & Carter, solicitors, of Birmingham. He married early and went to America, and for some years practised as a solicitor at Detroit. He there published several works, chiefly relating to school education, of which he was an ardent promoter. After a few years' residence at Detroit he returned to England, and after going through the usual course of legal studies, he was called to the Bar at Lincoln's-inn in January, 1849. Since that period he became a prominent advocate of self-government, and an opponent of centralisation or bureaucracy. He also wrote numerous works on legal subjects, and in 1858 started the *Parliamentary Remembrancer*, a weekly record of the proceedings of Parliament, published during the sittings of that body. This publication was continued till a year or two ago, when, as it did not pay its expenses, it was dropped. When the Tax Bill was under discussion in the House of Lords, Lord Lyndhurst, who led the attack against the power claimed by the Commons, maintained a private correspondence with Mr. Toulmin Smith, in which his Lordship frankly expressed his appreciation of Mr. Smith's journal. Mr. Smith turned the curious knowledge which he derived while conducting the *Parliamentary*

Remembrancer to good account, as his numerous works on our old laws and old institutions testify. In 1863 he published "Traditions of Old Crown House," and the following year appeared "Men and Names of Old Birmingham." He also for several years past conducted the *Birmingham Gazette*, and settled principally in the midland capital, where his health gave way under the pressure of his literary avocations. He retired to Lancing for rest and quiet, and to obtain leisure to finish his work on "English Gilds," which had been some time in preparation, when his career was cut short by death. The above work was being prepared for the English Text Society, which will doubtless publish it. In 1852 Mr. Toulmin Smith was brought forward as a Parliamentary candidate by the democratic party in Sheffield, but he was not heartily supported, and his candidature soon came to an end.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

At the usual monthly meeting of the board of directors, held at the Law Institution, London, on Wednesday, the 5th inst., Wm. Strickland Cookson, Esq., in the chair, the following directors were present:—Messrs. Hedger, Nelson, Rickman, Shaen, and Sidney Smith; Mr. Eiffe, secretary.

A donation of £20 was granted to the necessitous widow and children of a non-member, and nineteen new annual members were admitted to the association.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. Warmington in the chair, the question for discussion was—"Does an immaterial alteration made in a deed by the person taking a benefit under it, after the execution of the deed, render it void?" which was opened by Mr. G. P. Amos in the affirmative. The society decided in the negative by a large majority.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

The tenth meeting of the session was held on Friday, the 30th April, Mr. Bright presiding. The question for discussion was No. XIV. jurisprudential—"Ought married women to stand in the same position with regard to their property as *femes sole?*" Mr. French opened the debate in the affirmative, but after a long discussion the negative side of the question was carried.

THE SITE OF THE NEW LAW COURTS.

The following has been printed by the Incorporated Law Society:—

THE CAREY STREET SITE—ITS HISTORY AND ADVANTAGES.

That the New Law Courts should be placed on what is called the Carey-street site was decided on by Parliament in 1865. The decision was the result of thirty years of public discussion and the unanimous recommendation of a royal commission, presided over by Sir J. T. Coleridge.* It was carried into effect by two Acts of Parliament in that year.

During the progress of the bills through the House a site upon the Thames Embankment, then in course of formation under the authority of the Embankment Act, 1862, was advocated, but Parliament decided in favour of the site in Carey-street.

That site lies in the very heart of the legal district, being surrounded on all sides by the chambers of counsel and solicitors. In immediate promixity are, in fact, to be found the chambers of every practising barrister, and of a large proportion of the solicitors of the metropolis.

There are rather more than 10,000 solicitors. Of these nearly 6,000 have either their own offices, or those of their town agents, in this legal district; and of this number the offices of more than 5,000 are on the north side of the Strand.

With these chambers and offices it is essential that the Courts should be in close promixity.

The Carey-street Site, which has an area of 7½ acres, has been actually purchased. The cost of the purchase has been over £800,000; and after an architectural competition, and unparalleled labour, the plan of the building has been worked out, in all its details, under the superintendence of a royal commission expressly appointed for the purpose. The site has been cleared and everything is ready for the erection of the buildings.

THE EMBANKMENT SITE—ITS DISADVANTAGES.

At the eleventh hour, however, a change is proposed to a site upon the Thames Embankment. This site is removed to a very inconvenient distance, not only from the chambers of the equity counsel, but from the chambers of the immense body of the solicitors, who, as shown above, are settled on the north side of the Strand, and is no nearer to the Temple than the Carey-street Site.

The new building, if erected on this site, would project eighty feet in advance of the south facade of Somerset House; thus destroying the sweep of the river line, and interfering greatly with the general view of the adjacent buildings.

This projection of eighty feet would bring the new building immediately up to an open cutting of the Metropolitan Railway.

To obtain this extra space in advance of the line of Somerset House it is necessary to encroach upon, and to a large extent absorb the open area which, by the Thames Embankment Act, 1862 (sec. 26), is "for ever hereafter to be maintained for the use of the public as recreation or ornamental ground."

The change of site has been urged partly on æsthetical, partly on economical grounds.

With regard to the æsthetics of the question, a building eighty feet in advance of the line of Somerset House could not be expected to contribute much to the beauty of the Embankment. The frontage line of the site is, moreover an irregular curve, which it would be difficult to treat effectively in a single facade.

COMPARATIVE COST.

On the question of cost it is to be observed that suggestions were made by the royal commission to the Treasury, under the 3rd section of the Site Act, that accommodation should be provided on the Carey-street Site for "other courts for the administration of justice, and offices connected therewith, or used for any other purpose of legal administration," and "the providing of convenient means of access to the said courts and offices;" and those suggestions, after very full and careful consideration, were adopted by the Treasury, who thereupon directed the necessary steps to be taken for the acquisition of the additional land required.

The present First Lord of the Admiralty was placed on the Commission at the instance of Mr. Disraeli, when Chancellor of the Exchequer, that he might act on behalf of the Treasury; and he was strongly in favour of the extension.

If, however, the House of Commons agrees with the present Chancellor of the Exchequer that the extensions are inexpedient, or too costly, and that only £1,000,000 shall be spent upon the building, it is clear that that sum may be spent to much greater advantage on the Carey-street Site, already cleared than on the one proposed.

The Carey-street Site is ready now, without further expense, for the erection of the building. The Embankment Site, owing to its peculiar nature, would require a large preliminary outlay on foundations.

The Carey-street Site is nearly square in form.

The Embankment Site is an elongated parallelogram.

The shape of the Carey-street Site admits of that arrangement of the courts and offices which has been determined on, after four years of labour, as affording the greatest amount of convenience for all who have business to transact within them, and providing best for an efficient administration of the law. The Embankment Site is too narrow to admit of this arrangement. Its great length in proportion to its depth would, moreover, make the various parts of the building inconveniently distant from each other.

The desirability of proceeding at once with the erection of the courts on the site already cleared was powerfully urged in the House of Commons by Sir Roundell Palmer, on the 20th of April last, on the occasion of Mr. Gregory's motion. The same view was advocated by Mr. Cowper,

* The members of this Commission were: Sir J. T. Coleridge, Sir W. P. Wood (now Lord Chancellor), the late Sir G. C. Lewis, the late Lord Wynford, Sir Robert Phillimore, and Mr. J. Young.

late First Commissioner of Works under Lord Palmerston's administraton; by Lord John Manners, who held the same office under the successive administrations of Lord Derby and Mr. Disraeli; by Mr. Denman, and by others among those best qualified to judge of the comparative merits of the competing sites.

By limiting the building to the plan submitted to Parliament in 1865 and confining it to an area of six acres, as proposed for the Embankment Site, it may be placed on the Carey-street Site, with no material alteration of the plan decided on, and without buying a single yard of additional land for approaches or light and air. There would be a surplus of an acre and a-half for these purposes.

At the same time, should additional accommodation become indispensable at a future day, it can be added to that site without difficulty; while on the Embankment future extension, even if possible, would be enormously expensive.

It is to be hoped that the House of Commons will not hastily undo what it has cost so many years and so much labour to accomplish.

NEW COURTS OF JUSTICE.

The following is a return moved for on April 20, by Mr. Goldney:—

RETURN "of all monies advanced by the Treasury under the provisions of the Courts of Justice Building and Site Acts (1865), from the passing of the Act to the present time, stating, under separate heads, the amounts advanced for purchase or acquisition of site; the expenses of the Commission; surveyors' expenses; legal expenses; architects' charges; and incidentals; and the amount repaid to the Treasury out of the Suitors' Surplus Interest Fund."

Amounts issued out of the Exchequer on account of advances for expenses of the site, &c., for the New Courts of Justice.

	£
In 1865-6	40,000
1866-7	438,000
1867-8	317,000
1868-9	91,000
Total	£886,000

Amounts repaid to the Exchequer out of the Surplus Interest Fund of Suitors of the Court of Chancery.

	£
In 1865-6	40,000
1866-7	363,000
1867-8	375,000
1868-9	105,000
Total	£883,000

COURTS OF JUSTICE CONCENTRATION (SITE).
Expended to the 20th April, 1869.

	£	s.	d.	
Purchase of site	820,641	2	3	*a*
Expenses of the Commission	3,096	6	9	
Surveyors' expenses	12,762	12	6	
Legal expenses	30,679	14	2	
Architects' charges	9,865	0	0	*b*
Incidentals	8,222	3	9	*c*
Total	£885,266	19	5	

a This sum includes £32,586 18s. 4d. for vendors' costs.
b This sum consists of £8,800 paid as prizes to competing architects, and £1,065 paid to Mr. Pennethorne and to Mr. Abraham, for plans.
c This sum includes £7,545 6s. 5d. paid for rates, taxes, &c.
d In addition to this sum £2,830 17s. was paid from the vote for public buildings for preliminary expenses.

Office of Works, &c., 26th April, 1869.

THE AMENDED BILL ON EVIDENCE.

The Hon. Geo. Denman, Q.C., M.P., says, in a letter to the editor of the *Daily News*:—If that bill as it now stands had been law when the suit of *Godrich* v. *Godrich and Others* was tried, both petitioner and respondent would have been able to have given evidence themselves, in disproof of their own, or in proof of their opponents' adultery, and they would also have been liable to cross-examination upon such evidence. The only "mutilation" of the bill as originally drawn is one which I think would hardly have operated to the exclusion of any evidence in the case in question. It consists only in a provision (analogous to that contained in the original Divorce Act) to the effect that parties shall not be put to the question by the opposing counsel as to whether they have committed adultery or not, except in cases where they shall have given evidence in their own exculpation. This amendment is one which in practice will not, in my opinion, make any material difference in the working of the bill; for it is extremely improbable that any counsel would call the opposite party, or a hostile witness, to admit his or her own adultery. But it was a point on which I found that many of the warmest supporters of the principle of the bill entertained a strong opinion against my own; and I therefore felt that it was prudent to make this concession after taking very good advice upon the matter.

COURT PAPERS.

GENERAL ORDER OF THE HIGH COURT OF CHANCERY.

Thursday, April 29, 1869.

The Right Honourable William Page Baron Hatherley, Lord High Chancellor of Great Britain, with the advice and assistance of the Right Honourable John Lord Romilly, Master of the Rolls, the Right Honourable the Lord Justice Sir Charles Jasper Selwyn, the Right Honourable the Lord Justice Sir George Markham Giffard, the Honourable the Vice-Chancellor Sir John Stuart, the Honourable the Vice-Chancellor Sir Richard Malins, the Honourable the Vice-Chancellor Sir William Milbourne James, doth hereby, in exercise and execution of the powers given to him by the Liquidation Act, 1868, and of all other powers and authorities enabling him in that behalf, order and direct in manner following:—

1. Every scheme to be filed in the Court of Chancery pursuant to the statute 31 & 32 Vict. c. 68, and every declaration, affidavit, petition, summons, notice, or other proceeding relative thereto, shall be intituled in the matter of the Liquidation Act, 1868, and in the matter of the debtor, bankrupt, or company, to whose assets the same relates, and if the same relates to the assets of a company which is being wound-up under the Companies Act, 1862, and any Act amending the same, then such scheme shall also be intituled in the matter of the Companies Act, 1862.

2. Every such scheme shall be marked either with the words "Lord Chancellor," and the name of one of the Vice-Chancellors, or with the words "Master of the Rolls;" and the matter of such scheme (unless removed by some special order of the Lord Chancellor or the Lords Justices) shall accordingly be attached to the court of such Vice-Chancellor, or to the court of the Master of the Rolls, as the case may be, in like manner, and for the same purposes, as causes are attached to a particular court.

3. Where such scheme relates to assets of a company which is being wound-up under the Companies Act, 1862, and any Act amending the same, by the Court of Chancery, or under the supervision of the Court of Chancery, the scheme shall be marked so as to be attached to the court of the judge to whose court the matter of such winding-up is attached.

4. Every scheme to be filed as aforesaid, shall be printed on paper of the same size and description and in the same style and manner as bills in Chancery are required to be printed; and every fifth line of each page thereof shall be numbered.

5. Every such scheme shall be filed in the office of the Clerks of Records and Writs, and shall have indorsed thereon the name and address of the solicitor and London agent (if any) of the liquidators, and also the address for service of such solicitor in cases where an address for service is required by the general orders of the court.

6. At any time after the expiration of four days from the filing of any such scheme, any persons claiming to be interested as a creditor or contributory in the affairs of the debtor, bankrupt, or company to whose assets the scheme relates may, by a requisition in writing delivered at the office of the solicitor of the liquidators, or of his London agent (if any), and stating the nature of the interest which such person claims, demand any number, not exceeding ten, of printed copies of the scheme; and the copies so required shall, within twenty-four hours after such demand, and on payment for each such copy at the rate of one half-

penny per folio, be delivered to the person so requiring the same, with a certificate thereon by such solicitor or his London agent, that they are true copies of the scheme filed.

7. Except in cases where an affidavit, verifying a list of creditors shall already have been filed, or a list of creditors shall have been made out under the direction of the court, the liquidators, on the day on which the scheme is filed, or within such further time as the judge shall allow, shall file, in the office of the Clerks of Records and Writs, an affidavit, made by some person competent to make the same, verifying a list containing the names and addresses of the creditors, and the amounts due to them respectively, so far as the same can be ascertained, and leave the said list and an office copy of such affidavit, at the chambers of the judge.

8. Copies of the scheme, and copies of the list of of creditors, containing the total amount due to them, but omitting the amounts due to them respectively, or (if the judge shall so direct), complete copies of such list, shall be kept at the offices of the solicitor of the liquidators and his London agent (if any); and any person claiming to be interested as creditor or contributory, may, at any time during the ordinary hours of business, inspect and take extracts from such scheme and copy list on payment of the sum of one shilling.

9. The liquidators shall, within seven days after the filing of the scheme, or within such further time as the judge may allow, send to each creditor whose name is entered in the said list, or to such of them as the judge shall think fit, and in cases of winding-up, to such of the contributories as the judge shall think fit, a notice of the filing of the scheme. Such notice shall state the time when the scheme was filed, and the place or places where the scheme may be inspected and copies thereof obtained; and shall be sent through the post in a prepaid letter addressed to each of the persons to whom the same is to be sent at his last known address or place of abode.

10. Notice of the filing of the scheme may also, if the judge shall think fit, after the filing thereof, be published at such times and in such newspapers as the judge shall direct. Every such notice shall contain such particulars as are mentioned in the preceding rule.

11. After the expiration of one calendar month from the filing of the scheme, or at such earlier time as the judge shall think fit, the liquidators may present a petition for confirmation of the scheme. It shall not be necessary in such petition to set forth the scheme, but it shall be sufficient to refer thereto.

12. When any petition to confirm any such scheme is presented, the liquidators shall apply to the judge in chambers to appoint the day on which the same is to come into the paper for hearing, such day not to be before the expiration of three weeks from the time of such application, and shall cause a notice of such presentation to be inserted in such two newpapers as the judge in chambers shall direct. Such notice shall state the day on which the scheme was filed and the day on which the petition was presented, and the day on which the same is directed to come into the paper for hearing, and the name and address of the solicitor and London agent (if any) of the liquidators.

13. The petition shall not come on to be heard until at least fourteen clear days after the first insertion of such notice as aforesaid. Such notice shall at least once in every entire week, reckoned from Sunday morning till Saturday evening, which shall have elapsed between the first insertion thereof and the day on which such petition is directed to come into the paper for hearing, be again inserted in such newspaper as aforesaid, on such day or days as the judge in chambers shall direct.

14. Any creditor, contributory, or other person whose rights or interests are affected by such scheme, and who shall be desirous to be heard in opposition to the confirmation thereof, shall, at least two clear days before the day on which the petition for confirmation is directed to come into the paper for hearing, enter an appearance in the office of the clerks of records and writs, and, in default of so doing shall not be entitled to be heard, unless by the special leave of the Court.

15. Any person so entering an appearance shall be deemed to have submitted himself to the jurisdiction of the Court as to payment of costs and otherwise.

16. No order for confirming a scheme, whether with or without alteration or addition, shall be enrolled until the expiration of thirty days from the day of the same having been pronounced, exclusive of vacations.

17. No caveat shall be entered to stay the enrolment of any order for confirming a scheme, with or without alterations or additions; but every such order may be enrolled after the expiration of thirty days from the day of the same being pronounced, unless in the meantime a petition for a rehearing shall have been presented, and an order for setting down such petition obtained and served upon the liquidators, such thirty days to be exclusive of vacations.

18. No petition for a rehearing either before the same judge or before the Lord Chancellor or the Lords Justices of the case on which any order confirming a scheme, with or without alterations or additions, or order refusing to confirm a scheme, has been made, shall, unless by special leave of the Lord Chancellor or the Lords Justices, be presented after the expiration of thirty days, exclusive of vacations, from the day on which such order was pronounced, notwithstanding that such order may not have been enrolled.

19. When an order has been made for confirming a scheme, with or without alterations or additions, no person who neither has entered an appearance as aforesaid, nor has by virtue of such special leave as aforesaid been heard in opposition to the confirmation of the scheme, nor is the legal personal representative of a person who has entered an appearance or been heard in opposition as aforesaid, shall be at liberty to present a petition for rehearing before the same judge, or before the Lord Chancellor or the Lords Justices, unless the Lord Chancellor or the Lords Justices shall, by special order, to be applied for by motion on notice to the liquidators, to be served on their solicitor, or London agent, give leave to such person to present a petition for a rehearing.

20. All orders made in chambers under the Liquidation Act, 1868, shall be drawn up in chambers unless specially directed to be drawn up by the registrar, and shall be entered in the same manner, and in the same office, as other orders drawn up in chambers.

21. In cases not expressly provided for by the said Act, or by the rules of this order, the General Orders and practice of the court (including the course of proceeding and practice in the judges' chambers, and the course of proceeding and practice as to rehearings before the same judge, or before the Lord Chancellor or Lords Justices) shall, as far as such General Orders and practice are applicable, and not inconsistent with the said Act or this order, apply to all proceedings in the Court of Chancery under the said Act.

22. The power of the court and of the judge in chambers to enlarge or abridge the time for doing any act, or taking any proceeding, to adjourn or review any proceeding, and to give any directions as to the course of proceeding, shall be the same in proceeding in Chancery, under the said Act, as in proceedings under the ordinary jurisdiction of the court.

23. Solicitors shall be entitled to charge, and be allowed for all duties performed under the Liquidation Act, 1868, such of the fees on the higher scale, authorized by the 2nd rule of the 38th of the Consolidated Orders and the regulations as to solicitors' fees subjoined thereto as are applicable, unless the court or judge shall otherwise specially direct.

24. The fees of court set forth or referred to in the schedule hereto shall be paid in relation to proceedings in Chancery under the said Act, and shall be collected by means of stamps in manner provided by the general orders of the court.

25. This order shall come into operation on the 1st May 1869.

26. The general interpretation clause in the Consolidated General Orders shall apply to the rules of this order; and in this order the term "liquidators" has the same meaning as in the Liquidation Act, 1868, and the word "contributory" has the same meaning as in the Companies Act, 1862.

HATHERLEY, C.
ROMILLY, M.R.
C. JASPER SELWYN, L.J.
G. M. GIFFARD, L.J.
JOHN STUART, V.C.
RICHD. MALINS, V.C.
W. M. JAMES, V.C.

THE SCHEDULE.

Fees to be collected by means of Stamps.

In the judges' chambers and in the respective offices of the registrars, the examiners, and the taxing masters, such

of the fees by the 2nd rule of the 39th of the Consolidated Orders, and the regulations subjoined thereto, directed to be collected and paid, as are applicable.

In the Record and Writ Clerks' Office.

	£	s.	d.
For filing every scheme under the Liquidation Act 1868	1	0	0
For every certificate of filing a scheme	0	5	0

And such other fees by the 2nd rule of the 39th of the Consolidated Orders, and the regulations subjoined thereto directed to be paid and collected, as are applicable.

In the Office of the Lord Chancellor's Principal Secretary.

For every petition	1	0	0

In the Office of the Secretary at the Rolls.

For every petition	1	0	0

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Trinity Term, 1869.

IN TERM.

Middlesex.

Monday ..... May 24 | Monday .....June 7
Monday ..... ,, 31 |

There will not be any sittings during Term in London.

AFTER TERM.

Middlesex.	London.
Monday ..... June 14	Monday ..... June 28

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

PUBLIC COMPANIES.

LAST QUOTATION, May 14, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92⅝
Ditto for Account, June 1, 92⅞
3 per Cent. Reduced 91⅛
New 3 per Cent., 91⅛
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94 76
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85, 11 15-16
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. p m
Ditto, £500, Do — p m
Ditto, £100 & £200, — p m
Bank of England Stock, 4½ per Ct. (last half-year)
Ditto for Account, 244

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 211
Ditto for Account
Ditto 5 per Cent., July, '80 114½
Ditto for Account, —
Ditto 4 per Cent., Oct. '68 100¾
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent.
Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto, 5½ per Cent., May, '79 110¾
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 103½
Do. Bonds, 4 per Ct., £1000 - p m
Ditto, ditto, under £1000, - p m

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	5 0 0	6 17 6
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 2 6
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4000	5 per cent	Do. New	50	50 0 0	45 10 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	...	Home & Col. Ass., Limtd.	50	5 0 0	1 5 0
7500	10 per cent	Imperial Life	100	10 0 0	16 12 0
50000	6 per cent	Law Fire	100	2 10 0	3 15 0
10000	32½ pr cent	Law Life	100	10 0 0	90 0 0
100000	10 per cent	Law Union	10	9 10 0	0 17 0
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 5 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 8	4 15 0
40000	12 pc & bs	North Brit. & Mercantile	50	6 5 0	29 15 0
2500	12½ & bns	Provident Life	100	10 0 0	35 0 0
699229	20 per cent	Royal Exchange... ...	Stock	All	396 0 0
—	6½ per cent	Sun Fire ,, ...	...	All	168 0 0

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	97
Stock	Great Eastern Ordinary Stock	100	37⅛
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	106
Stock	Do., A Stock*	100	106½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	48¼
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	46
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	115½
Stock	London and South-Western	100	88
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	100¼
Stock	Midland	100	111½
Stock	Do., Birmingham and Derby	100	80
Stock	North British	100	34½
Stock	North London	100	121
Stock	North Staffordshire	100	56
Stock	South Devon	100	43
Stock	South-Eastern	100	75
Stock	Taff Vale	100	150

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Early in the week the funds fell lower than they had been for a very long while; the depression was augmented by anticipations of a further rise in the Bank rate, and indeed every one appeared anxious to sell and few to buy. The railway and foreign markets shared the depression. Gradually, as the week passed, the markets recovered a little, eased apparently by an enormous transfer of foreign securities from English to foreign holders, which seems to have occurred during the week. When, on Thursday, the Bank directors separated without having raised their rate, a slight advance was maintained in the funds. Foreign securities also are recovering, but railway securities are still heavy. The discount demand has been very active.

At the annual meeting of the National Provincial Bank of England, held on Thursday, the report was adopted, and a bonus of 7 per cent., payable in July next, declared; making with the dividend and bonus in January last 21 per cent. on the paid-up capital for the year.

The general meeting of the European Assurance Society was held on Thursday. The report showed that the premiums on the new policies of the year amounted to £40,676 10s. 11d., and the gross revenue was £363,502 19s. 6d.

The thirty-fifth annual meeting of the Universal Life Assurance Society was held on Wednesday, Mr. J. F. Leith in the chair. The new policies effected in the past year were stated to have amounted to £343,070, producing new annual premiums of £15,472. The gross income of the society is £156,278, and its invested funds £843,775. A reduction of 50 per cent. in the premiums for the current year was declared by way of annual cash bonus to the policy holders.

The following has appeared in the *Times*:—Sir,—I observe in your paper of yesterday a statement that it is understood that Mr. Mills, the Chancery Taxing-master, has resigned, and that it is said that Mr. Edward Bloxam is to have the appointment. I cannot contradict statements that "it is understood" and "it is said," but as the intimate friend of Mr. Mills and the brother of Mr. Edward Bloxam, I can assure you that there is not the slightest foundation for either the understanding or the *on dit*, and I hope you will therefore contradict these reports.—I am, Sir, your obedient servant, RICHARD BLOXAM, Eltham Court, Eltham, Kent, May 12.

I once had occasion (says an eminent conveyancer) to point out to one of my pupils the convenience of appending a schedule to a rather heavy draft upon which he had been working. He recognized the advantage, but the worst of it was that he never afterwards drew a draft without a schedule. He even went so far, in drafting a deed of separation, as to write:—"And whereas certain unhappy differences have arisen between the said A. B. (husband) and the said C. D. (wife), *the particulars of which are specified in the schedule hereunder written.*"

ESTATE EXCHANGE REPORT.

AT THE MART.

May 7.—By Messrs. RUSHWORTH, ABBOTT, & Co.

Leasehold house, shop, and premises, No. 172, Oxford-street; term, 34 years unexpired, at £130 per annum—Sold for £510.

Freehold, 2a 3r 3p of building land, situate at Mortlake, Surrey—Sold for £1,890.

May 11.—By Messrs. Farebrother, Clarke, & Co.

Freehold residence, No. 5, Balham-grove, Balham, let at £55 per annum—Sold for £1,000.

Freehold ground rent of £12 10s. per annum, secured on No. 6, Balham-grove—Sold for £280.

By Messrs. Debenham, Tewson, & Farmer.

Freehold residence, known as Acton House, Acton, with stabling, outbuildings, and paddock containing 3a 0r 4p—Sold for £5,190.

May 12.—By Messrs. Norton, Trist, Watney, & Co.

Two undivided 7th parts or shares of a freehold property, situate in Bell-court, Mincing-lane, and two rentcharges of £1 13s. 4d. each, &c., let on lease at £876 10s. 8d. per annum—Sold for £5,000.

Leasehold, two houses and shops, Nos. 74 and 75, Gatten-road, Peckham, producing £52 per annum; term, 93 years unexpired, at £10 per annum—Sold for £330.

Leasehold ground rent, amounting to £100 per annum, secured on Nos. 11 to 15, Blomfield-terrace, Harrow-road; term, 73¼ years unexpired, at £2 per annum—Sold for £1,750.

The second portion of the Martin-park estate, Tooting, comprising about 25 acres of building land, in 21 lots. Lot 1 sold for £100; lot 2, £200; lot 3, £295; lot 4, £300; lot 5, £300; lot 7, £300; lot 10, £400; lot 11, £400; lot 12, £500; lot 13, £1,300; lot 14, £250; lot 19, £400; lot 20, £360; lot 21, £310.

May 13.—By Messrs. Chinnock, Galsworthy, & Chinnock.

Freehold house and shop, situate in High-street, Wandsworth, let at £30 per annum—Sold for £670.

Leasehold house, No. 1, Grove-villas, Upper Grove-lane, Camberwell, let at £50 per annum; term, 72¼ years from 1847, at £7 8s. 6d. per annum—Sold for £550.

Leasehold, two residences, Nos. 6 and 7s, Grove-villas aforesaid, let at £10 per annum each; term, 72¼ years from 1845, at £12 2s. 3d. per annum—Sold for £740.

Leasehold beer-house, known as the Beehive, 2, Bromell's-buildings, High-street, Clapham, let at £26 per annum; term, 25¼ years unexpired, at £4 per annum—Sold for £150.

By Messrs. Fox & Bousfield.

Freehold ground rents of £84 per annum, secured on Nos. 1 to 8, Montpelier-terrace, Teddington—Sold for £1,650.

AT GARRAWAY'S.

May 6.—By Mr. F. I. Sharp.

Leasehold, two residences, Nos. 6 and 7, Milton-grove, Upper Holloway, annual value, £30 each; term, 92 years unexpired, at £6 6s. each per annum—Sold for £210 each.

Leasehold, shop and premises, No. 7, Milton-grove, annual value, £40; term, similar to above, at £6 6s. per annum—Sold for £300.

AT THE GUILDHALL COFFEE HOUSE.

May 13.—By Mr. Marsh.

Leasehold, two houses, situate in Shaftesbury-street, High-park, Walworth, producing £36 8s. per annum; term, 61 years from 1849, at £5 per annum—Sold for £290.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BESLEY—On May 7, at 4, Belgrave-villas, Barrington-road, Brixton, S.W., the wife of Edward T. E. Besley, Esq., Barrister-at-Law, of a daughter.

HALES—On May 13, the wife of Francis R. Hales, Esq., of 9, Claverton-street, S.W., and Harwich, of a daughter.

HERAPATH—On May 7, at 1, Kidbrook-park, Blackheath, the wife of Edwin John Herapath, Esq., Barrister-at-Law, of a son, stillborn.

HOLCOMBE—On May 10, at New Barnet, the wife of J. F. Holcombe, Esq., Solicitor, of a son.

NORGATE—On May 5, at East Dereham, Norfolk, the wife of Charles B. L. Norgate, Esq., Solicitor, of a son.

WEEKS—On May 9, at 4, Shaftesbury-terrace, Kensington, the wife of Thomas H. Weeks, Esq., Solicitor, of a daughter.

MARRIAGES.

ROBERTS—RODGERS—On May 5, at St. Mary's Church, Sandown-park, Liverpool, Edward Francis Roberts, Esq., Solicitor, Chester, to Agnes, daughter of the late Robert Rodgers, Esq., of Liverpool.

DEATHS.

BROOKSBANK—On May 8, at 2, Barrow-hill-place, Regent's-park, Thomas Brooksbank, Esq, for nearly 50 years of No. 14, Gray's-inn-square, in his 80th year.

DONNELLY—On May 1, at Lower Norwood, William Donnelly, Esq., Barrister-at-Law, of the Middle Temple.

ETCHES—On April 30, at Oak Cottage, Woodhouse, Whitchurch, Salop, James Goulbourn Etches, Esq., Solicitor, aged 49.

JOHNSTON—On May 12, at 27, Royal-terrace, Edinburgh, Robert Johnston, Esq., Writer to the Signet.

RUTLAND—On May 9, at Peterborough, S. Rutland, Esq., Solicitor aged 39.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, May 7, 1869.

Limited in Chancery.

Clerks Supply Association (Limited).—Petition for winding up, presented May 3, directed to be heard before Vice-Chancellor Malins on May 28. Ashurst & Co, Old Jewry, solicitors for the petitioners.

Poole and Cherbourg Steam Packet Company (Limited).—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, 8, Old Jewry. Monday, June 21, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Tuesday, May 11, 1869.

Limited in Chancery.

Clarence Hotel Company, Dover (Limited).—Vice-Chancellor Stuart has appointed Frederick Bertram Smart, of 85, Cheapside, official liquidator.

Credit Foncier and Mobilier of England (Limited)—Vice-Chancellor Malins has, by an order dated April 30, ordered that the voluntary winding up of the above company be continued, and appointed Francis Mowatt, of 84, Eccleston-sq, and George Augustus Cape, of 8, Old Jewry, joint liquidators. Heritage, St Clement's House, Clement's-lane, solicitor for the liquidators.

Farnborough Cottage Company (Limited and Reduced).—Petition for reducing the capital from £20,000 to £8,000. A list of persons admitted to have been creditors on April 15, may be inspected at the offices of the company or the office of Messrs. Pattison & Cobbold, 18 New Bridge-st, Blackfriars, at any time during usual business hours, on payment of the charge of 1s. Any person who claims to be a creditor must, on or before June 5, send in his name and address and the particulars of his claim to Cobbold, 18, New Bridge st, solicitor for the company.

Great Northern Copper Mining Company of South Australia (Limited).—The Master of the Rolls has appointed Samuel Lowell Price, of 13, Gresham-st, official liquidator.

Iron Ship Coating Company (Limited).—Vice-Chancellor Malins has appointed Friday, June 4, at 12, to settle the list of contributories. Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to Edward Addis, of 23, Old Jewry. Friday, June 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Lancaster Shipowners' Company (Limited and Reduced).—Petition for reducing the capital from £250,000 to £187,500, presented to the Chancellor of Lancaster on April 19. The list of creditors is to be made out as for June 14. Hull & Co, Lpool, solicitors for the company.

Oporto Mining Company (Limited).—Vice-Chancellor Malins has appointed Thursday, June 3, at 12, to make a call on all the contributories of the above company, and the official liquidator proposes that such call shall be for £2 per share.

Swansea Zinc Company (Limited).—Petition for winding up, presented May 10, directed to be heard before the Master of the Rolls on the next day of petitions. Vallance & Vallance, Essex-st, Strand, petitioners' solicitors.

Friendly Societies Dissolved

Friday, May 7, 1869.

Cardynham Friendly Society, Cardynham, Cornwall. April 28.

Tuesday, May 11, 1869.

Bransgore Friendly Society, Bransgore, Southampton. May 6.

Wayland Friendly Society, Watton, Norfolk. May 7.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, May 7, 1869.

Brown, Sarah, New Kent-rd, Widow. May 24. Brown v Tresidder, V.C. Stuart. Watson & Sons, Bouverie-st, Fleet-st.

Chambers, Edwd Elliot, Torquay, Devon, Esq. May 29. Chambers v Chambers, V.C. Malins. Barker, Bristol.

Earl, Wm Saml, Southgate, Middx, Butcher. June 8. Earl v Earl, V.C Stuart. Field, Furnival's-inn, Holborn.

Gardner, Wm, Change-alley, Cornhill, Tavern Keeper. May 26. Gardner v Cowles, V.C. Stuart. Biggenden, Walbrook.

Hobson, Jesse, New Kent-rd, Southwark. June 12. Whiting v Bassett, V.C. Stuart. Davies & Co, Warwick-st, Regent-st.

Larkan, Eliz, King-st, Greenwich, Publican. June 4. Taylor v Chalk, V.C. Malins. Miller & Stubbs, Eastcheap.

Lees, Geo, Ashton-under-Lyne, Lancaster, Cotton Manufacturer. May 29. Whittaker v Lees, V.C. James. Orford, Manch.

Lees, Robt, Ashton-under-Lyne, Lancaster, Cotton Spinner. May 29. Whittaker v Waters, V.C. James. Orford, Manch.

Neale, Edwd St John Jas, C.B., Quito, Ecuador, Colonel. June 7. Neale v Neale, V.C. James. Remnant, Lincoln's-inn-fields.

Nottingham, Hy, Camden-town, Licensed Victualler. June 10. Nottingham v Nottingham, V.C. Stuart. Nash & Co, Suffolk-lane, Cannon-st.

Sewell, Wm, High-st, Portland Town, Butcher. June 4. Neal v Sewell, V.C. Malins. Cocker, Gower-st, Bedford-sq.

Stapleton, Geo, Whitefriars Wharf, Wharfinger. May 24. Collens v Thorn, V.C. Stuart. Newbon & Co, Wardrobe-pl, Doctors'-commons.

Tagg, Abraham, Hilcote, Derby, Farmer. June 3. Hadfield v Adlington, V.C. Stuart.

Tuesday, May 11, 1869.

Allen, Gabriel, Ludgershall, Buckingham, Farmer. June 8. Andrews v Allen, V.C. Stuart. Mills, Bicester.

Billamore, Catharine, Cheltenham, Gloucester, Widow. May 31. Billamore v Tate, V.C. Stuart. Loughborough, Austinfriars.

Blackshaw, Thos, Marton, Chester, Innkeeper. May 27. Wright v Carr, V.C. Stuart. Cooper, Congleton.

Collins, Robt, Barton-st, Westminster, Gent. May 31. Collins v Collins, V.C. James. Stephenson, 61 Queen-st, St James's-pk.

Farrer, John, Padsey Hough Side, York, Clothier. June 18. Lobley v Farrer, V.C. Stuart.

Finch, Wm Corbin, Fisherton Anger, Wilts, M.D. May 29. Pearce v Fawcett, M. R. Whatman, Salisbury.
Golder, Mary, Folkestone, Kent, Widow. June 7. Saffery v Saffery, V.C. James. Letts, New-inn, Strand.
Greening, Joseph, Sheffield, Gent. June 14. Greening v Booth, V.C. Stuart. Gainsford & Bramley, Sheffield.
King, Wm, Grecian-cottages, Crown-hill, Norwood, Gent. June 10. King v Barkley, V.C. James. Rains, Fish-st-hill.
Lloyd, Walmsley, Llanrwst, Denbigh, Draper. May 28. Evans v Pughe, V.C. Malins. Ward, Prescot.
Mayne, Chas Otway, Manor House, Gt Stanmore, Esq. June 12. Impey v Mayne, V.C. Stuart. Webb, Argyll-st, Regent-st.
Milburn, Fredk Willis Hone, Halstead, Essex, Esq. June 3. Scott v Milburn, M. R. Southee, Ely-pl, Holborn.
Nathan, Lewis, Mare-st, Hackney, Draper. June 12. Myers v Nathan, V.C. Stuart. Braund, Furnival's-inn, Holborn.
Pain, Eliz, Deal, Kent, Widow. June 5. Pain v Hughes, V.C. James. Mercer & Edwards, Deal.
British brig Prairie Bird. June 19. Cass v Michell, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 7, 1869.

Bache, John, Hagley, Worcester, Farmer. May 25. Bache, West Bromwich.
Dysart, Right Hon Maria Elizabeth, Countess of, Grosvenor-sq. June 4. Taylor & Son, Field-ct, Gray's-inn.
Dennison, Abraham, Allerton Bywater, York, Shopkeeper. July 1. Bradley, Castleford.
Dicken, Joseph, Tibberton, Salop, Farmer. June 22. Heane, Newport.
Ellison, Eliza, Moss Lee, Lancaster, Spinster. July 26. Whitaker, Duchy of Lancaster Office.
Forward, Wm, Right Hon, Earl of Wicklow, K.P. July 1. Tylee & Co, Essex-st, Strand.
Green, Eliz, Hertford, Widow. June 24. Spence & Hawks, Hertford.
Gurney, John Howard, Percy-villas, Westow-hill, Norwood. June 5. Pattison & Co, Lombard-st.
Hughes, Jubal, Aston, nr Birm, Gent. Aug 4. Ryland & Martineau, Birm.
Jackson, Geo, Tanton Hall, York, Esq. June 26. J. C. & T. Sowerby, Stockesley.
Jennings, Thos, Leeds, Stock Broker. Aug 8. Yewdell, Leeds.
Johnson, Wm, Wetherby, York, Draper. July 7. Turner, Leeds.
Jones, Eliz Anne, Plasnewydd, Denbigh, Spinster. June 4. Adams, Ruthin.
Liardet, Caroline Anne, Weston-super-Mare, Somerset, Widow. June 15. Taylor & Son, Field-ct, Gray's-inn.
Orr, Wm, Belsize-rd, St John's-wood, Esq. June 15. Taylor & Son, Field-ct, Gray's-inn.
Owen, Robt, jun, Birm, Licensed Victualler. June 30. Mitchell, Birm.
Pearce, John Wortham, Peterborough, Surgeon. Aug 1. Deacon, Peterborough.
Phillips, Wm, Chipping Norton, Oxfordshire, Baker. June 24. Rawlinson, Chipping Norton.
Sandbach, Joseph, Manch, Glass Dealer. July 3. Beever & Co, Manch.
Smith, Benj, Wellington-rd, St John's-wood, Esq. July 1. Brooks & Co, Godliman-st, Doctors'-commons.
Scutter, Wm, Hedon, York, Gent. July 1. Iveson & Son, Hedon.
Taylor, Wm, Grantchester, Cambridge, Gent. June 25. Francis & Co, Cambridge.
Withers, Mary, St Paul's-st, New North-st, Islington, Widow. June 10. Baddeley & Sons, Leman-st.

TUESDAY, May 11, 1869.

Allen, Wm, Uppington, Salop, Farmer. June 24. Palin, Shrewsbury.
Atwood, Louisa, Portland-rd, Notting-hill, Widow. July 1. Simpson & Co, Gracechurch-st.
Bell, Chas, Richmond, Esq, M.P. May 31. Sharp, Gresham-house, Old Broad-st.
Blakey, John, Worksop, Notts, Grocer. June 15. Hodding, Worksop.
Brown, Thos, Eastwick Hall, Herts, Farmer. June 18. Mote, Walbrook.
Brumfit, Chas, Edith-grove, Brompton, Gent. June 10. Vallance, Moorgate st.
Clark, Sarah, Westbourne-rd, Liverpool-rd, Holloway, Spinster. June 14. Ellis & Crossfield, Mark-lane.
Clews, Ralph, Newcastle-under-Lyme, Stafford, Gent. June 24. Slaney, Newcastle-under-Lyme.
Deshwood, Rev Geo Hy, Stow Bardolph, Norfolk, Clerk. June 24. Mann, Downham-market.
Davenport, Wm Davenport, Bramall Hall, Chester, Lieut Col. June 19. Lingard & Bewell, Manch.
De Arroyave, Anselmo, Princes-gate, Hyde-pk, Esq. Aug 31. Davidson, Spring-gardens.
Dorrington, Chas, Bride-hall, Hertford, Farmer. June 30. Spence & Hawks, Hertford.
Douthwaite, Geo, St James's-walk, Clerkenwell, Jeweller. July 10. Waterworth, Cheltenham.
Hardesty, Geo, Sheffield, Merchant. June 10. Fretson, Sheffield.
Harrison, Geo Berkeley, Gt Tower-st, Merchant. June 24. Murray & Hutchins, Birchin-lane.
Haynes, Jas, Wenser Castle, Lincoln, Esq. June 1. Sharpe & Son, Market Deeping.
Heathcote, Arthur, Durdans, Epsom, Esq. June 24. Shephard, College-st, College-hill.
Hill, Wm, Buckley, Flint, Publican. July 14. Finchett & Co, Chester.
Hurley, Wm, Cockfield, Suffolk, Farmer. June 4. Kitcheners & Fenn, Newmarket.
Kemp, Paul, Penzance, Cornwall, Gent. May 28. Trythall, Penzance.
Marchant, John, jun, Hertford, Solicitor. June 24. Spence & Hawks, Hertford.
Morris, Ann, Southport, Lancaster. June 12. Ashton, Wigan.
Pinner, Caroline, Worthing, Sussex, Spinster. May 29. Bedford, Horsham.
Rabling, Mary Ann, Camborne, Cornwall, Widow. May 28. Yewens, Camborne.
Reynolds, Wm, Leicester, Gent. Aug 3. Dalton, Leicester.
Tennent, Sir Jas Emerson, Warwick-sq. June 27. Pritchard & Englefield, Wellington-chambers, Doctors'-commons.
Turton, Thos, Sheffield, Table Knife Cutler. June 8. Smith & Birdekin, Sheffield.
Westcar, Hy Emerson, Herne-park, Kent, Lieut. Royal Horse Guards. Aug 10. Burgoynes & Co, Oxford-st.

Cases registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 7, 1869.

Ackland, Wm John, Chapel-st, Islington, Draper. April 27. Comp. Reg May 5.
Allen, Saml, Twycross, Leicester, Farmer. April 13. Comp. Reg May 6.
Bass, Hy Wm, Dartford, Kent, Milliner. April 20. Asst. Reg May 6.
Beck, Joseph, Oldbury, Worcester, Shopkeeper. April 29. Asst. Reg May 6.
Bennett, Geo, Dover, Kent, Outfitter. April 17. Comp. Reg May 6.
Berkeley, Geo Brackenbury, York-pl, Islington, Gent. April 10. Comp. Reg May 5.
Buckley, John, & Robt Buckley, Gruxholme, Lancaster, Boiler Manufacturers. April 1. Asst. Reg May 4.
Cousins, Geo, Church-st, Wimbledon, Grocer. April 6. Comp. Reg May 4.
Daniel, Geo Wythe, Bessborough-st, Pimlico, Gent. May 3. Comp. Reg May 5.
Davies, Geo, Manch, Packing-case Maker. April 14. Comp. Reg May 7.
Davis, Cyrus, & Geo Davis, Giltspur-st, Licensed Victuallers. April 30. Asst. Reg May 5.
Douglas, Jas High-st, Deptford, Ironmonger. April 12. Asst. Reg May 6.
Duggin, Hy Thos, Brompton-rd, Grocer. April 12. Comp. Reg May 6.
Egglesden, Edwd, Hove, Sussex, Licensed Victualler. April 12. Comp. Reg May 5.
Evans, Wm Hy, & Solomon Jacobs, Lpool, Printers. April 27. Comp. Reg May 6.
Gaites, David, Amelia-villas, Southgate, Comm Agent. April 8. Comp. Reg May 4.
Garlick, Geo Pope, Birm, Chemist. April 10. Comp. Reg May 5.
Goodson, Robt, Tottenham-ct-rd, Mantle Manufacturer. April 15. Asst. Reg May 4.
Gregory, John Thos, Salford, Lancaster, Grocer. April 16. Asst. Reg May 6.
Hale, Thos Frederick, Staveley, Derby, Surgeon. April 24. Comp. Reg May 6.
Hayward, Anne, Richmond, Schoolmistress. April 8. Comp. Reg May 5.
Higham, Geo, Wouldham, Kent, Beerseller. April 28. Comp. Reg May 6.
Hinton, Edwin, Queen Anne-rd, South Hackney, out of business. March 15. Comp. Reg May 5.
Hurd, David, Birm, Fish Salesman. April 26. Comp. Reg May 5.
Keer, David, Pitfield-st, Hoxton, Draper. April 6. Comp. Reg May 4.
Lewens, Jas, Berwick-upon-Tweed, Provision Merchant. April 10. Asst. Reg May 7.
Linfield, Wm, Fulham-rd, Baker. April 2. Asst. Reg May 5.
Longley, Jas, Leeds, Music Dealer. April 19. Asst. Reg May 5.
McLoughlin, Wm, Manch, Bookbinder. April 26. Asst. Reg May 6.
Metcalfe, Geo Anthony, Manch, Billiard-table Manufacturer. April 10. Asst. Reg May 5.
Oates, Thos, Worcester, Comm Traveller. April 7. Asst. Reg May 5.
Pallister, John, Durham, Tailor. March 31. Asst. Reg May 4.
Park, Wm Michael, Kingston-upon-Hull, Boot Maker. April 3. Asst. Reg May 6.
Rayner, Alan, & Dennis Rayner, Rastrick, York, Woollen Manufacturers. March 30. Asst. Reg May 5.
Renton, Geo, Bradford, York, Hay Dealer. April 2. Comp. Reg May 6.
Senior, Edwd, Dewsbury-moor, York, Waste Dealer. April 12. Asst. Reg May 6.
Smith, Edwd, Jubilee-st, Stepney, Draper. April 27. Asst. Reg May 5.
Smith, Jas, Bolton, Lancaster, Draper. April 20. Asst. Reg May 4.
Smith, John, Market-pl, Upper Holloway. April 14. Asst. Reg May 7.
Soutter, Robt, & Richd Moates Soutter, Broad-st, Ratcliff, Merchants. May 3. Inspectorship. Reg May 4.
Spratt, Lucy, Horncastle, Lincoln, Innkeeper. April 7. Comp. Reg May 4.
Squibbs, Eliza, Portland-villas, Denmark-rd, South Norwood, Widow. April 29. Comp. Reg May 5.
Stancliffe, Wm, Sheffield, Builder. April 20. Asst. Reg May 7.
Sykes, Benj, & Wm Haigh Sykes, Marsden, York, Cloth Manufacturers. April 7. Asst. Reg May 5.
Wade, Hy, Cardiff, Glamorgan, Ship Chandler. April 15. Comp. Reg May 6.
Ward, Arthur, Worthing, Sussex, Furniture Broker. April 22. Comp. Reg May 3.
Ward, Hy, Woodhouse, Leeds, Contractor. April 28. Comp. Reg May 7.
Webb, Wm Alfred, St. Albans, Hertford, Builder. April 24. Comp Reg May 8.
Wells, Jacob Rutter, Button's Farm, Sussex, Farmer. April 7. Asst. Reg May 4.
Williams, Richd, Llansannan, Denbigh, Shopkeeper. April 19. Asst. Reg May 6.
Yoxall, Wm, Ashton-under-Lyne, Lancaster, Saddler. March 22. Asst. Reg May 6.

TUESDAY, May 11, 1869.

Arden, Ralph, Sandbach, Chester, Publican. April 12. Asst. Reg May 10.

Arnsby, Geo Ekins, Earls Barton, Northamptonshire, Shoe Manufacturer. April 15. Asst. Reg May 7.
Benn, John, & Hy Benn, Morley, York, Cloth Manufacturers. May 1. Comp. Reg May 10.
Black, Geo, Nelson, nr Colne, Lancashire, Cotton Manufacturer. March 19. Asst. Reg May 10.
Bossan, Geo, Tunstall, Staffordshire, Grocer. April 19. Comp. Reg May 8.
Burfield, Robt Collins, Chatham, Kent, Grocer. April 6. Comp. Reg May 7.
Clifford, Wm Phillips, High-st, Penge, Draper. April 12. Comp. Reg May 10.
Crewdson, Francis, Ulverston, Lancashire, Grocer. April 21. Asst. Reg May 8.
Dedamess, Geo, Porchester, Southampton, Grocer. April 16. Comp. Reg May 8.
Folkard, Augustus, Haslam-house, Lewisham, Secretary. April 30. Comp. Reg May 10.
Freeman, Wm, Portsea, Southampton, Watchmaker. May 7. Comp. Reg May 8.
Gill, Septimus, Mossley, Lancaster, Innkeeper. April 22. Asst. Reg May 7.
Gorer, Solomon, Waterloo-rd, Cigar Merchant. April 30. Comp. Reg May 7.
Grand, John, King's-rd, Chelsea, Boot Maker. April 26. Comp. Reg May 8.
Greaves, Wm Hy, Horsforth, York, Cloth Manufacturer. April 13. Comp. Reg May 10.
Gwilt, John Lloyd, Lpool, Grocer. April 13. Comp. Reg May 8.
Heaver, Rests. Bolney, Sussex, Grocer. April 12. Asst. Reg May 8.
Hillier, Wm Hy, Birm, Cigar Light Manufacturer. April 14. Comp. Reg May 7.
Hollier, Jas, West Kent-park, Forest-hill, Grocer. May 3. Comp. Reg May 7.
Humphreys, John, Holloway-rd, Leather Seller. April 10. Comp. Reg May 8.
Jackson, Chas, West Smethwick, Staffordshire, Spade Maker. April 13. Comp. Reg May 10.
Judd, Jas, Greyhound-rd, Fulham New Town, Builder. May 6. Comp. Reg May 8.
Lemaitre, Francis, Oxford-st, Portmanteau Manufacturer. May 6. Comp. Reg May 7.
Mavin, Geo, jun, Spennymoor, Durham, Builder. May 8. Comp. Reg May 11.
Mawson, Geo, Southport, Lancaster, Toy and Fancy Ware Dealer. May 8. Comp. Reg May 7.
Maxwell, Robinson, & Joseph Wm Legge, Old Kent-rd, Grocers. April 12. Asst. Reg May 10.
Needham, John, Rusholme, Manch, Provision Dealer. April 20. Comp. Reg May 10.
Nelson, John, West Hartlepool, Durham, Innkeeper. April 29. Comp. Reg May 7.
Palmer, Geo Fredk, Birm, Licensed Victualler. April 14. Asst. Reg May 10.
Pearce, Joseph, Chesterfield, Derby, Draper. March 29. Asst. Reg May 10.
Pickard, Richd, Canton, Glamorgan, Grocer. April 23. Asst. Reg May 10.
Piggott, John, Ross, Hereford, Watchmaker. April 12. Asst. Reg May 8.
Shaw, Jas, Sadleworth, York, Woollen Manufacturer. April 28. Comp. Reg May 8.
Spyer, Jas, Billiter-st, Merchant. May 3. Asst. Reg May 7.
Stephenson, Jas, Sunderland, Grocer. April 12. Comp. Reg May 8.
Tearle, Joseph, Luton, Bedford, Straw Hat Manufacturer. April 5. Comp. Reg May 7.
Warham, Mary, Tunstall, Stafford, Draper. April 10. Comp. Reg May 8.
Webber, Fredk, Devizes, Wilts, Draper. April 23. Asst. Reg May 8.
White, Robt, Fen-ct, Fenchurch-st, Wine Merchant. April 8. Comp. Reg May 6.
Wilbraham, Ann, Stapleford, Nottingham, Widow. April 14. Asst. Reg May 11.
Williams, Jane, Lpool, Provision Dealer. April 13. Asst. Reg May 8.
Wilson, Chas, Knottingley, York, Tailor. April 24. Comp. Reg May 8.
Wood, Hy, Church Stretton, Salop, Ironmonger. April 10. Asst. Reg May 8.
Young, Wm, Grove-pl, Brompton, Draper. April 19. Asst. Reg May 11.

Bankrupts.

FRIDAY, May 7, 1869.

To Surrender in London.

Ayton, Wm Geo, Prisoner for Debt, London. Pet May 4 (for pau). Pepys. May 28 at 12. Watson, Basinghall-st.
Bonnet, John Conrad, High-st, Woolwich, Tailor. Pet May 1. May 24 at 11. Spiller & Son, South-pl, Finsbury.
Brereton, Ashley Fras, Portsea-pl, Hyde-pk, no occupation. Pet May 5. Pepys. May 28 at 1. Tucker, Southampton-bldgs, Chancery-lane.
Byrne, Edwd M'Alpind, Cosmo-pl, Southampton-row, Bloomsbury, Clerk. Pet May 3. Pepys. May 28 at 11. Dobie, Gresham-st.
Capon, Thos, Stokesby, Norfolk, Miller. Pet May 5. Murray. May 31 at 11. Sole & Co, Aldermanbury, for Coaks, Norwich.
Clint, Thos Tolson, Leadenhall-st, Merchant. Pet May 4. Roche. May 26 at 1. Watson, Basinghall-st.
Cohen, Simon, Upper-st, Islington, Fancy Dealer. Pet May 1. Pepys. May 27 at 2. Green, Ironmonger-lane.
Cornwall, John Lawis, Prisoner for Debt, London. Pet May 3. Pepys. May 28 at 1. Thompson, Gray's-inn-sq.
Cox, Fras, Gresham-bldgs, Basinghall-st, Estate Agent. Pet April 30. Pepys. May 28 at 1. Coleman, Royal-pl, Greenwich.
Cross, Saml Job, Prisoner for Debt, London. Pet May 3. Roche. May 26 at 1. Lade, Gresham-bldgs, Basinghall-st.
Davey, Hy, John-st, Adelphi, Civil Engineer. Pet May 1. Roche. May 31 at 11. Linklaters & Co, Walbrook.
Edmunds, Hy, Portman-chambers, Portman-st, Manager. Pet May 3. Murray. May 31 at 11. Wilding, Titchborne-st, Edgware-rd.
Ellis, Horatio Thos Wm, King-st, Covent-garden, Silversmith. Pet May 5. Pepys. May 28 at 12. Dowse & Co, Lime-st-chambers, Lime-st.
Garnes, John, Prisoner for Debt, London. Pet May 4. Pepys. May 28 at 1. Champion, Ironmonger-lane.
Gilson, Edwd Rowell, St Peter's-rd, Croydon, Clerk. Pet April 23. May 24 at 12. Richardson, George-st, Mansion-house.
Hatcher, Danl Geo, Southampton, Innkeeper. Pet May 3. May 24 at 1. Linklaters & Co, Walbrook.
Hayes, Mark, Brentford-end, Isleworth, Traveller. Pet May 3. May 24 at 1. Notley, Trinity-st, Southwark.
Jewell, Wm Hy, George-st, Mansion House, Insurance Broker. Pet April 24. May 24 at 1. Laurance & Co, Old Jewry-chambers; Rickards, Crown-ct, Old Broad-st.
Jobson, Hy, Crutched Friars, Merchant. Pet April 23. Murray. May 31 at 11. Flux & Co, East India-avenue, Leadenhall-st.
Jones, John, Gt Yarmouth, Norfolk, Smack Owner. Pet May 4. Roche. May 26 at 12. Linklaters & Co, Walbrook.
Laird, Robt Grimmond, Prisoner for Debt, London. Pet May 4. Murray. May 24 at 1. Miller & Miller, Sherborne-lane.
Lovell, Robt Jas, Portland, Dorset, out of employ. Pet May 5. Pepys. May 28 at 12. Combe & Co, Staple-inn.
Minton, Chas, & Alfred Minton, Slough, Bucks, Millers. Pet April 29. Pepys. May 27 at 1. Lawrance & Co, Old Jewry-chambers.
Morgan, Matthew Somerville, Prisoner for Debt, London. Pet May 3. Roche. May 26 at 1. Evans & Laing, John-st, Bedford-row.
Morris, Edwd, Hanover-st, Walworth-rd, Cook. Pet May 5. May 26 at 11. Fisher, Manor-rd, Walworth.
Morton, Wm Hy, Newman-st, Oxford-st, Assistant Manager of Pleasure Gardens. Pet April 29. May 19 at 12. Froggatt, Argyll-st, Regent-st.
Morton, John, Chatham, Kent, Assistant to a Beer & Wine Retailer. Pet May 1. Pepys. May 27 at 1. Cook, Gresham-bldgs.
Newroth, Stephen, Prisoner for Debt, London. Pet May 1 (for pau). Pepys. May 28 at 12. Pittman, Guildhall-chambers.
Oliver, Hy, Testerton-st, Lancaster-rd, Notting-hill, Builder. Pet April 30. May 24 at 11. Tilley, Finsbury-pavement.
Schlottmann, Hilmuth, John-st, Wilmington-sq, Clerkenwell, Journeyman Fancy Box Maker. Pet May 4. May 24 at 2. Watson, Basinghall-st.
Springett, Fredk Wm, Netley Marsh, Totton, Hampshire, out of business. Pet May 4. Pepys. May 27 at 11. Edwards, Bush-lane, Cannon-st.
Sultan, Julius, Englefield-rd, Islington, Dealer in Cigars. Pet may 3. May 24 at 1. Harrison, Basinghall-st.
Titmarsh, Thos, Royston, Cambridge, out of business. Pet May 5. Pepys. May 28 at 12. Wood, Crooked-lane.
Turnbull, Wm John, Weston-st, Bermondsey, Agent. Pet May 3. May 24 at 2. Pritchard, South-sq, Gray's-inn.
Wallis, Wm Geo Dennett, Prisoner for Debt, London. Pet April 30 (for pau). Brougham. May 24 at 12. Lilley, Trinity-st, Southwark.
Walsham, Wm Hy, Gresham-st, Public Accountant. Pet May 4 (for pau). Roche. May 26 at 11. Brown, Basinghall-st.
Weber, Victor Ferdinand, Capel House, Kew-green, no business. Pet May 1. May 24 at 1. Lawrance & Co, Old Jewry-chambers.
Whellock, Arthur Wm Phillips, Black Raven-ct, Seething-lane, Lighterman. Pet May 4. May 24 at 2. Chidley, Old Jewry.
Woolmore, Hy, Ealing-lane, Old Brentford, Journeyman Confectioner. Pet May 4. Pepys. May 28 at 11. Olive, Portsmouth-st, Lincoln's-inn.

To Surrender in the Country.

Allan, Robt, Hurworth-pl, Durham, Innkeeper. Pet May 3. Bowes. Darlington, May 20 at 10. Stevenson, Darlington.
Aplin, Wm, Hatch Beauchamp, Somerset, Publican. Pet May 4. Meyler. Taunton, May 22 at 11. Trenchard, Taunton.
Armstrong, Richd, Lpool, Porter. Pet May 4. Hime. Lpool, May 18 at 2. Brown, Lpool.
Baker, Edwd Bradley, Lpool, Tobacco Dealer. Pet April 30. Hime. Lpool, May 17 at 2. Thornley, Lpool.
Batty, Geo. Fulford, nr York, Builder. Pet May 3. Leeds, May 24 at 11. M'Laren, York; Simpson, Leeds.
Brookes, Geo, Birm, out of business. Pet May 4. Guest. Birm, June 4 at 10. Rowlands, Birm.
Chapman, Geo, Winterton, Lincoln, Saddler. Adj April 8. Brown. Barton-on-Humber, May 18 at 11. Mackrill, Barton-on-Humber.
Cheeseborough, Alfred, Eccleshill, York, Woolstapler. Pet May 3. Bradford, May 18 at 9 15. Rawson & Co, Bradford.
Clark, Chas, Bromsgrove, Worcester, Hotel Keeper. Pet May 4. Tudor. Birm, May 21 at 12. James & Griffin, Birm.
Clayton, John, jun, Hale View, Chester, Farm Labourer. Pet May 3. Southern. Altrincham, May 19 at 11. Roberts, Manch.
Colton, Joseph, Sheffield, Boot Maker. Pet May 1. Wake. Sheffield, May 19 at 1. Chambers & Son, Sheffield.
Cook, John, jun, Tebworth, Bedford, Butcher. Pet May 3. Kipling. Leighton Buzzard, May 24 at 11. Neve, Luton.
Cooper, Chas, Drighlington, York, Stonemason. Pet May 4. Bradford, May 18 at 9.15. Hutchinson, Bradford.
Cox, Geo, Torquay, Devon, Poulterer. Pet May 3. Pidsley. Newton Abbott, May 18 at 11. Carter, Torquay.
Downie, Thos, Newbiggen-by-the-sea, Northumberland, Tailor. Pet April 30. Gibson. Newcastle-upon-Tyne, May 25 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Eccles, John, Tyldesley, Lancaster, Plumber. Pet May 4. Macrae. Manch, May 28 at 12. Sutton & Elliot, Manch.
Edwards, Wm, Fadog-goch, Anglesey, Farmer. Pet May 3. Dew. Llangefni, May 20 at 11. Jones, Menai Bridge.
Farm, John Wm, Gt Grimsby, Lincoln, Merchant's Clerk. Pet April 28. Daubney. Gt Grimsby, May 14 at 11. Haddelsey, Gt Grimsby.
Ferguson, Geo, Lpool, Grocer. Pet May 3. Lpool, May 17 at 11. Snowball & Copeman, Lpool.
Fifield, John, Brickfield, Lancaster, Grocer. Pet May 3. Woodcock. Haslingden, May 21 at 3. Sykes, Bacup.
Hartley, Wm, Leeds, Flax Waste Dealer. Pet May 3. Leeds, May 24 at 11. Simpson, Leeds.

Hawkey, Pearce, Penzance, Cornwall, Ironmonger. Pet April 27. Borlase. Penzance, May 11 at 11. Thomas, Penzance.
Hide, Geo Martin, Alverstoke, Hants, Greengrocer. Pet May 4. Howard, Portsmouth, May 19 at 12. Champ, Portsea.
Hill, Johnson, Horton, York, Millwright. Pet May 3. Bradford, May 18 at 9.15. Wood & Killock, Bradford.
Hiscox, Chas P., Shepton Mallett, Somerset, Builder. Pet April 28. Wilde, Bristol, May 21 at 11. Harwood, Bristol.
Holden, Thos, Manch, Clerk. Pet May 1. Hulton. Salford, May 15 at 9.30. Storer, Manch.
Howell, Geo, & John Rees, Llanelly, Carmarthen, Drapers. Pet April 23. Wilde. Bristol, May 21 at 11. Jones, Queen-st, Cheapside; Brittan & Son, Bristol.
Jones, Jas, Prisoner for Debt, Walton-on-the-Hill. Pet May 4. Lpool, May 18 at 11. Atherton, Lpool.
Jordison, Robt, Redcar, York, Butcher. Pet May 3. Crosby. Stockton-on-Tees, May 20 at 11.30. Dobson, Middlesbrough.
Keay, John, Darlaston, Stafford, Grocer. Pet May 3. Tudor. Birm, May 21 at 12. Brevitt, Darlaston.
Kenny, Wm, Prisoner for Debt, Lancaster. Adj April 15. Myres. Preston, May 22 at 10.
Lancaster, Robt, Prisoner for Debt, Lancaster. Adj April 15. Hime. Lpool, May 17 at 9.
Lancaster, Caroline, Huddersfield, York, out of business. Pet April 15. Jones. Huddersfield, May 21 at 10. Sykes, Huddersfield.
Liddell, John Thompson, Thornley Colliery, Durham, Grocer. Pet May 1. Greenwell. Durham, May 19 at 11. Marshall, jun, Durham.
Marshall, Thos, Rochdale, Lancaster, Shopkeeper. Pet May 1. Jackson. Rochdale, May 18 at 10. Holland, Rochdale.
Matthews, Robt, Carlisle, Cumberland, Boot Maker. Pet May 4. Halton. Carlisle, May 20 at 11. Ostell, Carlisle.
Morrison, Joseph, Scarborough, York, Coach Builder. Pet April 26. Woodall. Scarborough, May 17 at 3. Taylor, Scarborough.
Mudge, Moses, & Richd Ellis Mudge, Plymouth, Devon, Builders. Pet May 4. Exeter, May 26 at 12.30. Elworthy & Co, Plymouth.
Nind, Benj, Newcastle-under-Lyme, Stafford, Contractor. Pet April 30. Slaney. Newcastle-under-Lyme, May 22 at 11. Leech, Newcastle-under-Lyme.
Noble, Wm Richd, Leeds, Last Manufacturer. Pet May 4. Leeds, May 24 at 11. Rider, Leeds.
Rees, David E., Cwmpark, Rhondda Valley, Glamorgan, Grocer. Pet April 23. Wilde. Bristol, May 21 at 11. Spickett & Price, Pontypridd; Beckingham, Bristol.
Roberts, Jas, Leftwich, Chester, Waterman. Pet May 1. Cheshire. Northwich, May 25 at 10. Fletcher, Northwich.
Rowe, Richd, & Emmanuel Augustus Northey, Plymouth, Auctioneers. Pet May 4. Exeter, May 26 at 12.30. Elworthy & Co, Plymouth; Edmonds & Son, Plymouth.
Rowland, Edwd, Wolvercott, Oxford, Grocer. Pet April 20. Dudley. Oxford, May 10 at 10. Thompson, St Ebb's.
Salt, Wm, Birkenhead, Chester, Master Mariner. Pet May 3. Wason. Birkenhead, May 19 at 10. Moore, Birkenhead.
Saunders, Hy, jun, Kidderminster, Worcester, Attorney. Pet May 4. Hill. Birm, May 19 at 12. Corbet, Kidderminster.
Smith, Joseph, Brighton, Sussex, Plumber. Pet May 1. Evershed. Brighton, May 20 at 11. Lamb, Brighton.
Spikins, Fredk, Sheffield, Cabinet Maker. Pet May 4. Leeds, May 19 at 12. Sugg, Sheffield.
Taylor, John, Farnworth, Lancaster, Boot Maker. Pet May 3. Holden. Bolton, May 19 at 10. Hall & Rutter, Bolton.
Triplett, Jas, Plymouth, Devon, Master Mariner. Pet May 3. Pearce. East Stonehouse, May 19 at 11. Greenway & Adams, Plymouth.
Walley, Jas, Tunstall, Stafford, Bricklayer. Pet May 4. Challinor. Hanley, June 5 at 11. Tennant, Hanley.
Walshaw, Matthew, Bradford, York, Jeweller. Pet May 4. Bradford, May 18 at 9.15. Hargreaves, Bradford.
White, Wm, Dymock, Hereford, Farmer. Pet April 27. Wilde. Bristol, May 21 at 11. Beckingham, Bristol.
Whitehorn, John Thos, jun, Nottingham, out of business. Pet May 5. Patchitt. Nottingham, May 19 at 10.30. Belk, Nottingham.
Wilkins, John, Prisoner for Debt, Taunton. Adj April 17. Wilde. Bristol, May 21 at 11.
Wills, John, Manch, Soap Boiler. Pet May 5. Fardell. Manch, May 24 at 1. Maples, Nottingham.
Wilson, Fredk, Nottingham, Joiner. Pet May 5. Patchitt. Nottingham, May 19 at 10.30. Belk, Nottingham.
Wilson, John, Lpool, Licensed Victualler. Pet April 30. Lpool, May 18 at 12. Tyrer, Lpool.
Wood, John, Little Horton, York, out of business. Pet May 4. Bradford, May 18 at 9.15. Rhodes, Bradford.
Woodrow, Saml, Bradford, York, Beerseller. Pet May 4. Bradford, May 18 at 9.15. Rhodes, Bradford.
Worley, John, Walsall, Stafford, Beerhouse Keeper. Pet May 3. Hill. Birm, May 19 at 12. Brevitt, Darlaston.
Wright, Forrester, Alrewas, Stafford, Beerhouse Keeper. Pet May 4. Birch. Lichfield, May 18 at 10. Adams, Walsall.

TUESDAY, May 11, 1869.

To Surrender in London.

Ashenden, Fredk, Richmond-ter, Shepherd's Bush, Draper. Pet April 30. Pepys. June 3 at 12. Fox & Robinson, Gresham House.
Ball, Hy Ezra, St Michael's-alley, Cornhill, Bill Broker. Pet April 20 (for pau). Brougham. May 24 at 2. Brown, Basinghall-st.
Barker, John, Hanger-lane, Tottenham, out of business. Pet May 6. Murray. May 31 at 12. Sole & Co, Aldermanbury.
Batchelor, John, Woodfield-pl, Harrow-rd, Paddington, Hay Dealer. Pet May 7. May 26 at 1. Venn, New-inn, Strand.
Bennett, Thos Fras, Cheyne-walk, Chelsea, Wine Merchant. Pet May 8. May 26 at 1. Power, Lower Thames-st.
Boyer, Wm, Prisoner for Debt, London. Pet May 5 (for pau). Murray. May 31 at 12. Watson, Basinghall-st.
Brown, Wm Robertson, Prisoner for Debt, London. Pet May 5 (for pau). Murray. May 31 at 12. Kimberley, Scott's-yard, Bush-lane, Cannon-st.
Cogswell, Edmund, Coleman-st, Accountant. Pet May 5. May 26 at 11. Hicks, Strand.
Coleman, Coleman, Little Moorfields, Manufacturer. Pet May 5. May 26 at 11. Thompson, Cornhill.
Costiff, Wm, New Barnet, Herts, Grocer. Pet April 30. Roche. June 2 at 11. Howard & Co, Poultry.
Doust, Thos Geo, Church-st, Greenwich, Licensed Victualler. Pet May 6. May 26 at 12. Greaves, Essex-st, Strand.
Finlayson, Wm, Marylebone-rd, Tutor. Pet May 7. Murray. May 31 at 1. Godfrey, Hatton-garden.
Gifford, Walter Blachford, Datchet, Bucks, no business. Pet May 6. May 24 at 12. Lewis & Lewis, Ely-pl.
Hamerton, Miles, Albert-st, Wandsworth-rd, Builder. Pet May 6. Murray. May 31 at 1. Hicks, Strand.
Hood, Wm, Prisoner for Debt, London. Pet May 5 (for pau). Brougham. May 26 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Margetts, Cornelius, Albert-rd, New Cross, Builder. Pet April 28. May 26 at 2. Angell, Guildhall-yd.
Mathew, Geo Felton, Prisoner for Debt, London. Pet May 6 (for pau). Pepys. May 28 at 1. Harrison, Basinghall-st.
Matthews, Leonard Edwin Perfect, Chatham, Kent, Coal Merchant. Pet May 7. Murray. May 24 at 2. Lewis & Lewis, Ely-pl.
Matthews, Geo, St John-st, Clerkenwell, Furniture Dealer. Pet May 6. May 24 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Mills, Thos, Webster-rd, Blue Anchor-rd, Bermondsey, out of business. Pet May 7. Pepys. May 28 at 2. May & Sykes, Adelaide-pl, London-bridge.
Moore, Wm Fredk, Victoria-rd, South Hornsey, out of business. Pet May 6. May 26 at 12. G. & W. Webb, Austin-friars.
Morgan, Edwd Chas, Norwich, Share Broker. Pet May 7. Murray. May 24 at 2. Lydall, Southampton-bldgs, Chancery-lane.
Nicholson, Geo Hy, Bythorn-ter, Brixton, Assistant. Pet May 8. Murray. May 31 at 1. Denny, Coleman-st.
Pound, John, Grange-rd, Bermondsey, Boot Dealer. Pet May 6. Murray. May 31 at 12. Hicks, Strand.
Rayner, John, Kingsland-rd, Mantle Manufacturer. Pet May 6. Pepys. May 27 at 12. Sturt, Ironmonger-lane.
Reynolds, Jas Geo, High-st, Whitechapel, Cheesemonger. Pet May 7. May 26 at 1. Moss, Gracechurch st.
Rowland, Robt, Prisoner for Debt, London. Pet May 6 (for pau). Brougham. May 26 at 12. Pittman, Guildhall-chambers, Basinghall-st.
Rowlands, Wm, Nailour-st, Frederick-st, Caledonian-rd, Foreman. Pet May 3. Pepys. May 28 at 11. Goatley, Bow-st, Covent-garden.
Silley, Hy, Prisoner for Debt, London. Pet May 5 (for pau). Murray. May 31 at 11. Kimberley, Scott's-yard, Bush-lane, Cannon-st.
Sleap, Fredk John, Grange-rd, Blackstock-lane, Islington, Builder. Pet May 6. Pepys. May 28 at 2. Dennis, Southampton-bldgs, Holborn.
Temple, John Joseph Martin, British-st, Bow-rd, Licensed Victualler. Pet May 5. May 26 at 12. Layton, jun, Navarino-cottage, Bow-rd.
Timbs, John, Gray's-inn-pl, Author. Pet May 6. Pepys. May 28 at 2. Edmunds, St Bride's Avenue, Fleet-st.
Tipple, Jonah, Waterloo-rd, Lambeth, Wood Turner. Pet May 6. Pepys. May 28 at 2. Cooper, Lincoln's-inn-fields.
Vant, Christopher, Mile End-rd, Tailor. Pet May 6. Pepys. May 28 at 1. Cooke, Gresham-bldgs.
Warren, John, Whittewronge, Enfield, Wine Merchant. Pet May 8. May 26 at 1. Daniels, Rolls-chambers, Chancery-lane.
Watkins, Wm, Prisoner for Debt, London. Pet May 3 (for pau). Brougham. May 24 at 2. Kimberley, Scott's-yard, Bush-lane.
Wheeler, Fredk Augustus, Chipping Norton, Oxford, Auctioneer. Pet May 6. Murray. May 31 at 12. Aplin & Saunders, Chipping Norton.

To Surrender in the Country.

Ash, Wm, Stratton, Cornwall, Gent. Pet May 5. Coham. Holsworthy, May 19 at 11. Lanyon.
Boughey, Geo, Congleton, Chester, Refreshment-house Keeper. Pet May 6. Latham. Congleton, May 22 at 11. T. & W Cooper, Congleton.
Bridgwater, Wm, Newport, Salop, Coach Builder. Pet May 1. Liddle. Newport, May 22 at 10. Walker, Wellington.
Bruce, Wm Wallace, Prisoner for Debt, Lancaster. Adj April 15. Lpool, May 27 at 11.
Bryan, Jonathan, & John Jas Ellis, Hill House Farm, Gloucester, Farmers. Pet May 7. Harley. Bristol, May 28 at 12. Mosely.
Burton, John, Wakefield, York, Grocer. Pet May 6. Leeds, May 31 at 11. Cross, Bradford; Simpson, Leeds.
Croome, Worthy, Prisoner for Debt, Bristol. Pet May 4 (for pau). Harley. Bristol, May 28 at 12.
Deane, Hy Palmer, Hart, Durham, Innkeeper. Pet May 6. Child. Hartlepool, May 25 at 11. Todd, Hartlepool.
Edwards, Andrew Graham, Rock Ferry, Chester, out of business. Pet May 6. Wason. Birkenhead, May 21 at 2. Anderson, Birkenhead.
Edwards, Edwd, Abergele, Denbigh, Cheese Factor. Pet May 6. Sisson. St Asaph, May 27 at 10. Williams, Rhyl.
Edwards, John, jun, Wolverhampton, Stafford, Brass Founder. Pet May 1. Brown. Wolverhampton, May 19 at 12. Dallow, Wolverhampton.
Fearnley, John Edwd, Crackenedge, Dewsbury, York, Shopkeeper. Pet May 6. Nelson. Dewsbury, May 27 at 3. Scholes & Brearey, Dewsbury.
Fiddes, John, Alnham, Northumberland, Boot Maker. Pet May 3. Woodman. Rothbury, May 21 at 12. Wilson, Alnwick.
Foster, Saml, Bradford, York, Joiner. Pet May 7. Leeds, May 31 at 11. Terry & Robinson, Bradford; Bond & Barwick, Leeds.
Gadd, John, Bristol, Mattrass Maker. Pet May 1. Wilde. Bristol, May 21 at 11. Sale & Co, Manch; Press & Inskip, Bristol.
Graham, Wm, Leeds, Comm Agent. Pet May 7. Marshall. Leeds, May 24 at 12. Whiteley, Leeds.
Halliwell, Thos, Leigh, Printer. Pet April 29. Fardell. Manch, May 24 at 11. Horner, Manch.
Hardy, Chas, Hateley Heath, Stafford, Haulier. Pet May 4. Watson. Oldbury, June 10 at 10. Topsham, Westbromwich.
Holmes, Robt Shield, Blaydon, Durham, Engineer. Pet May 8. Ingledew. Gateshead, May 26 at 11. Bousfield, Newcastle-upon-Tyne.

Hoyten, Maria, Budleigh Salterton, Devon, Lodginghouse Keeper. Pet April 29 (for pau). Daw. Exeter, May 24 at 11. Floud, Exeter.

Hudson, Frances Sims, Swansea, Glamorgan, Grocer. Pet April 26. Wilde. Bristol, May 21 at 11. Jones, Carnarvon; Press & Inskip, Bristol.

Jump, Wm, Southport, Lancaster, out of business. Pet May 6. Welsby. Ormskirk, May 25 at 10. Barker & Inman, Southport.

Kerr, Danl, Wednesbury, Stafford, Surgeon. Pet May 8. Hill. Birm, May 26 at 12. Ebsworth, Wednesbury.

Kettle, Benj, Burley, nr Leeds, out of business. Pet May 6. Marshall. Leeds, May 24 at 12. Harle, Leeds.

Kilby, Hy John, Filey, York, Hotel Keeper. Pet May 6. Leeds, May 31 at 11. Bond & Barwick, Leeds.

Kovachich, Chas Vest, Prisoner for Debt, Bristol. Pet May 5 (for pau). Harley. Bristol, May 28 at 12.

Lane, John, Wolverhampton, Stafford, Provision Dealer. Pet May 5. Brown. Wolverhampton, May 19 at 12. Bartlett, Wolverhampton.

Lewis, Hy, Tenby, Pembroke, Mason. Pet May 8. Lanning. Pembroke, May 25 at 10. Adams, Pembroke.

Lovett, Eliz, Lpool, Butcher. Pet May 6. Lpool, May 24 at 1. Etty, Lpool.

Phillips, Jas, Tuckingmill, Cornwall, Sawyer. Pet April 30. Peter, Redruth, June 1 at 12. Holloway, Redruth.

Phillips, John Chas, Maindee, Monmouth, Contractor. Pet May 7. Wilde. Bristol, May 21 at 11. Williams, Cardiff; Henderson & Salmon, Bristol.

Pinder, Edwd, Prisoner for Debt, Manch. Pet May 5 (for pau). Kay. Manch, June 8 at 9.30. Ambler, Manch.

Rayner, Saml Fenton, Maldon, Essex, Coach Builder. Pet May 4. Codd. Maldon, May 20 at 10. Gooday, Maldon.

Roberts, Joseph, Pershore, Worcester, Market Gardener. Pet May 6. Tudor. Birm, May 21 at 12. Martin, Pershore; Southall, Birm.

Robinson, John, Scarborough, York, Glass Dealer. Pet May 7. Leeds, May 31 at 11. Richardson, Scarborough; Simpson, Leeds.

Scholes, Wm Branson, Lpool, Comedian. Pet April 5. Lpool, May 24 at 11. Harris & Culshaw, Lpool.

Sharpe, Mary, Clifton, Bristol, Lodging-house Keeper. Pet May 4. Harley. Bristol, May 28 at 12. Thick.

Silcocks, Thos, Prisoner for Debt, Bristol. Pet May 4 (for pau). Harley. Bristol, May 28 at 12.

Simpson, Richd, Armley, nr Leeds, Grocer. Pet May 1. Marshall. Leeds, May 24 at 12. Harle, Leeds.

Sketchley, Thomas, Birm, Baker. Pet May 6. Guest. Birm, June 4 at 10. Francis, Birm.

Spencer, Job, Ashby-de-la Zouch, Leicester, Plumber. Pet May 6. Tudor. Birm, May 25 at 11. Rowlands, Birm.

Stacey, Wm Robt, Weston-super-Mare, Somerset, Tailor. Pet May 7. Wilde. Bristol, May 21 at 11. Price, Burnham; Press & Inskip, Bristol.

Summerhayes, Saml, Weston-super-Mare, Somerset, Builder. Pet May 8. Wilde. Bristol, May 22 at 11. Henderson & Salmon, Bristol.

Sylvester, Wm Chas, Newcastle-upon-Tyne, Chief Constable. Pet April 14. Gibson. Newcastle-upon-Tyne, May 25 at 12. Ingledew & Daggett, Newcastle-upon-Tyne.

Talbot, Joseph Lndford, Birm, Locksmith. Pet May 8. Guest. Birm, June 4 at 10. Rowlands, Birm.

Wareing, Wm, Preston, Lancaster, Bobbin Maker. Pet May 7. Myres. Preston, May 22 at 10. Turner & Son, Preston.

Wardle, Thos, Newcastle upon-Tyne, Clerk. Pet May 8. Clayton. Newcastle, May 25 at 12. Joel, Newcastle-upon-Tyne.

Waters, John, Truro, Cornwall, Builder. Pet May 8. Chilcott. Truro, May 22 at 11. Carlyon & Paull, Truro.

Webb, Alfred, Bath, Somerset, Butcher. Pet May 7. Smith. Bath, May 25 at 11. Wilton, Bath

Whiteley, Thos, & Jos Cowgill, Huddersfield, York, Cotton Spinner. Pet April 29. Leeds, May 31 at 11. Jacomb, Huddersfield; Carlas & Tempest, Leeds.

Wilkie, Abraham Robt, Landport, Hants, Baker. Pet May 6. Howard. Portsmouth, May 26 at 12. Champ, Portsea.

Williams, Philip Hy, Bristol, Stock Broker. Pet May 6. Wilde. Bristol, May 21 at 11. Press & Inskip, Bristol.

Woodwards, Benj, Trowbridge, Wilts, Photographer. Pet April 20. Webber. Trowbridge, May 24 at 12. M'Carthy, Frome.

Wright, Hy, Westerham, Kent, Beerhouse Keeper. Pet May 4. Holcroft. Sevenoaks, May 27 at 12. Carnell, Sevenoaks.

BANKRUPTCIES ANNULLED.

FRIDAY, May 7, 1869.

Spragg, Mary Ann, Trevor-ter, Knightsbridge. April 22.

Floris, Geo Brooke, Oxford-st, Tobacconist. May 6.

Turner, Winspear, Kingston-upon-Hull, Basket Maker. April 9.

Adams, John, Bedford, nr Manch, Grocer. April 29.

TUESDAY, May 11, 1869.

Hillman, Richd, Wingfield, Wilts, Beer Retailer. May 3.

NOTICE is HEREBY GIVEN, that on the fifth day of July next application will be made to Her Majesty's Justices of the Peace, assembled at Quarter Sessions in and for the County of Middlesex, at the Sessions House, at Clerkenwell Green, in the said County, for an Order for the Turning, Diverting, and Stopping up of a certain Highway or Footway in, over, and upon certain fields and premises situate at Whetstone, in the Parish of Friern Barnet, in the said County of Middlesex, belonging to the Whetstone Freehold Estate Company (Limited), and in the occupation of Benjamin Matthews, and now known as "Matthew's Farm," in manner following, namely: To stop up the existing highway or footway for foot passengers, starting from Woodward's-road, in the said Parish of Friern Barnet, in the said County of Middlesex, at a point near to the farm buildings and premises belonging to the said Whetstone Freehold Estate Company (Limited), and in the occupation of the said Benjamin Matthews, known as "Matthew's Farm," as aforesaid, and leading from thence over certain fields in the occupation of the said Benjamin Matthews, in an easterly direction, to the embankment of the Great Northern Railway in the same Parish, and to turn or divert the said last-mentioned highway or footway, and in lieu of and in substitution for the same to make, complete, and appropriate for the use of foot passengers a new footway, starting from the same point in the said Woodward's-road, and leading in an easterly direction over the said fields so belonging to the said Whetstone Freehold Estate Company (Limited), and so in the occupation of the said Benjamin Matthews as aforesaid, to and terminating upon the said embankment of the said Great Northern Railway, at a point further south than the end or termination of the now existing highway or footway, which proposed new highway or footway will be nearer and more commodious to the public. And that the Certificate of two Justices having viewed the same, and the proposed diversion and turning thereof, and of proof having been given to their satisfaction of the several notices required by the statute in that case made and provided having been duly published, with the plan of the said old and proposed new highways or footways, and the consent of the owners of the lands over which the said proposed new highway or footway is intended to pass, will be lodged with the Clerk of the Peace for the said County on the third day of June next.

Dated the fourth day of May, 1869.

EDWARD WILSON,
Surveyor of the Parish of Friern Barnet,
in the County of Middlesex.

NOTICE is HEREBY GIVEN, that on the fifth day of July next application will be made to Her Majesty's Justices of the Peace, assembled at Quarter Sessions, in and for the County of Middlesex, at the Sessions House, at Clerkenwell Green, in the said County, for an Order for the Turning, Diverting, and Stopping up a certain Highway and Footway in, over, and upon certain fields and premises belonging to The Whetstone Freehold Estate Company (Limited), and situated at Whetstone, in the Parish of Friern Barnet, in the said County of Middlesex, and now in the occupation of Benjamin Matthews, and known as Matthews's Farm, in manner following, namely: To stop up the existing highway or footway for foot passengers, which commences and starts from Station Road, near the Village of Whetstone, in the said Parish of Friern Barnet, in the said County of Middlesex, and leads from thence in a North Easterly direction to its junction with another public highway or footway leading from Woodward's-road, in the said parish of Friern Barnet, in the said County of Middlesex, towards the embankment of the Great Northern Railway in the said Parish, and to turn or divert the said highway or footway, and in lieu of and in substitution for the same to make, complete, and appropriate for the use of foot passengers a new highway or footway starting from the same point on the said Station Road as the said existing highway or footway now starts from, and leading in a north easterly direction over some of the said fields belonging to the said Whetstone Freehold Estate Company (Limited), in the occupation of the said Benjamin Matthews as aforesaid, to and terminating at the junction of the said new highway or footway with another proposed new highway or footway leading from Woodward's-road aforesaid in an easterly direction towards the embankment of the said Great Northern Railway, which proposed new highway or footway will be nearer and more commodious to the public. And that the Certificate of two Justices having viewed the same, and the proposed diversion and turning thereof, and of proof having been given to their satisfaction of the several notices required by the statute in that case made and provided having been duly published, with the plan of the said old and proposed new highways or footways, and the consent of the owners of the lands over which the said proposed new highway or footway is intended to pass will be lodged with the Clerk of the Peace of the said County on the third day of June next.

Dated the fourth day of May, 1869.

EDWARD WILSON,
Surveyor of the Parish of Friern Barnet,
in the County of Middlesex.